

Special Terms and Conditions on Qbilon Products

These Special Terms and Conditions ("**Special Terms**") of qbilon GmbH (the "**Company**") provide specific rules for obtaining and using subscription-based licenses for Qbilon software products, which include Qbilon® Suite, and Qbilon® Platform (each referred to individually as a "**Qbilon Product**" and collectively, the "**Qbilon Products**"). These terms apply uniformly across all deployment methods (on-premises or cloud), unless explicitly stated otherwise.

These Special Terms supplement the General Terms and Conditions applicable to Qbilon Products (collectively the "**Terms and Conditions**"). In the event of conflict, these Special Terms prevail. Capitalized terms not defined herein have the meaning assigned to them in the General Terms and Conditions ("**General Terms**").

Acceptance of the Terms and Conditions by the Customer is confirmed upon conclusion of an **Individual Order**, which is defined as a binding agreement for a Qbilon Product license between the parties, whereby the Customer submits an offer to acquire the relevant license — such as by downloading the Qbilon Product or filling a respective form on the qbilon website at [<https://qbilon.io>] — and Qbilon accepts the offer by issuing a license key. The Individual Order document consists of the license key and includes key license details, the reference to the Terms and Conditions, and any additional agreed terms with the Customer.

1. SOFTWARE LICENSE

A. **Qbilon Products:** The current offering of Qbilon Products is as follows:

- a. Qbilon® Suite: an integrated solution that unifies qbilon's advanced IT/OT asset management, automation, analytics with comprehensive network monitoring, providing real-time monitoring, automated asset inventory, CMDB reconciliation, compliance reporting and out-of-the-box connectors for leading platforms.
- b. Qbilon® Platform: A highly configurable platform offering advanced capabilities in asset data management, workflow automation, and third-party integrations.

Such offering is subject to change at the Company's discretion. For the avoidance of doubt, "Qbilon Products" shall also include any additional features

incorporated into the products listed above, as well as any new, modified, or future products released by the Company from time to time, which shall be protected to the same extent as the Qbilon Products enlisted above.

B. **Grant of License.** The Company grants the Customer a non-exclusive, non-transferable, non-sublicensable license to use the Qbilon Product(s) listed in the applicable Individual Order. The license may be granted as either:

- a. A Subscription License - paid, time-bound license granted for commercial use in accordance with these Terms and Conditions as well as terms of the Individual Order ("**Subscription License**"); or
- b. A Trial License - a limited-duration, no-cost license granted solely for internal evaluation purposes, as further detailed in these Terms and Conditions ("**Trial License**"),

Collectively, the Subscription License and Trial License are referred to herein as the "**License**", and both are governed by these Terms and Conditions, the applicable Documentation, and, where relevant, agreed payment terms.

C. **License Scope.** The License grants the Customer the right to access and use the Software solely for its agreed business operations and in accordance with the limitations and scope defined in the applicable Individual Order and the Documentation. The License explicitly excludes any rights to:

- a. retain or make permanent copies of the Software (outside standard use);
- b. reverse engineer, decompile, or modify the Software (except as permitted by law); and
- c. distribute, sublicense, or otherwise make the Qbilon Products available to third parties, including internal redistribution beyond the licensed scope.

Documentation supporting the use of the Software shall be made available in a format and manner determined solely by the Company. The License is at all times subject to the usage restrictions and legal limitations set forth in these Terms and Conditions.

D. Deployment Models. Qbilon Products are available under two distinct deployment models: On-premises or Cloud, as specified in the applicable Individual Order. Qbilon® Suite is available exclusively as an on-premises integrated product. Qbilon® Platform may be deployed on-premises or as a cloud solution, as specified in the applicable Individual Order. The operational responsibilities, support obligations, and technical control scope differ between these models, as described in these Terms and Conditions:

a. On-Premises Deployment:

- i. The Software is installed and operated within the Customer's own infrastructure. The Customer is solely responsible for the proper installation, configuration, and ongoing operation of the Software unless otherwise agreed in writing.
- ii. The Customer assumes full responsibility for maintaining the underlying hardware, operating systems, databases, network connectivity, and any third-party software required to support the Software.
- iii. Customer shall be exclusively responsible for implementing and maintaining adequate security measures, including firewalls, access control, backup procedures, and disaster recovery capabilities.

b. Cloud Deployment:

- i. Qbilon shall host the Software on secure cloud infrastructure through third party hosting provider Microsoft Azure, which Customer explicitly accepts. Customer will be granted remote access to the Qbilon Product via an authorized user account, subject to these Terms and Conditions.
- ii. Subject to these Terms and Conditions, Qbilon is responsible for the operation, monitoring, scaling, and availability of the hosted Software, including all related infrastructure components necessary for functionality.
- iii. Qbilon relies on the third-party hosting provider for reasonable administrative, technical, and physical safeguards to protect the hosted environment, in accordance with industry standards.

E. Trial License. The Customer may request a Trial License for any Qbilon Product for the sole purpose of evaluating its suitability for the agreed business use. The Trial License is granted free of charge for a fixed, non-renewable period of thirty (30) calendar days (the "**Trial Period**"), commencing on the date the Company issues a temporary license key to the Customer.

- a. The Trial License is delivered through a separate order generated specifically for trial purposes and is distinct from any Subscription License.
- b. The Software may be made available either via direct download from the Qbilon website or through a secure download link provided by the Company at its discretion.
- c. Prior to the expiration of the Trial Period, the Customer will be notified of the upcoming termination of trial access. In order to convert to a commercial license (Subscription License), the Customer must provide valid payment information and execute an Individual Order for a Subscription License. Upon confirmation, the Company shall issue a new license key, and the Subscription License shall take effect under the terms specified in the Individual Order.
- d. The Trial Period cannot be extended, renewed, or reused and shall not count toward, nor be credited against, the term of any subsequent Subscription License.
- e. Qbilon makes no representations or warranties, express or implied, regarding the performance, availability, reliability, accuracy, or completeness of the Software during the Trial Period.
- f. If the Customer does not convert to a Subscription License before the Trial Period expires, the Trial License shall automatically terminate. Thereafter, access to the Software will either be deactivated or reduced to a restricted mode that is not suitable for professional use, without further obligation to the Company.

F. Not for Resale License. At its sole discretion, the Company may grant a Not For Resale License ("**NFR License**") to certified partners, resellers, or other authorized third parties. The NFR License is intended for the sole purpose of demonstrating, testing, training, or internally evaluating Qbilon Products in non-production environments. It is granted free of charge and is not intended for commercial resale, production deployment, or

any other use beyond those explicitly authorized for internal purposes.

- a. The NFR License shall be issued under a separate Individual Order or a partner agreement and is distinct from any Subscription License or Trial License.
- b. The Company shall define the permitted duration and scope of use for each NFR License in the corresponding Individual Order or related documentation. Unless otherwise agreed upon, NFR Licenses are time-bound and non-renewable.
- c. Qbilon Products under an NFR License may be delivered via direct download or secure access at the Company's discretion and are subject to all applicable technical limitations and usage restrictions, as well as obligations of the Customer, outlined in these Terms and Conditions.
- d. The Company makes no representations or warranties, either express or implied, regarding the performance, availability, accuracy, or fitness for a particular purpose of the software under an NFR License.
- e. Upon the expiration or termination of the NFR License, the Customer must immediately stop using the Qbilon Products and delete all related materials, installations, and license keys. The Company reserves the right to revoke the NFR License at any time with written notice.

2. LICENSE ACTIVATION

- A. **Individual Order and License Activation.** The Company shall make the Software available to the Customer through internet download or electronic transfer following execution of an Individual Order. The Customer is responsible for downloading, installing, and activating the Software using the license key provided. Qbilon shall not be responsible for installation, unless explicitly agreed (e.g., via remote professional services) in accordance with these Special Terms and Individual Order. Delivery and activation methods vary by product:
 - a. Qbilon® Suite: Delivered via installer from the Qbilon website. Qbilon® Platform: Delivered in accordance with an Individual Order specifying the delivery method and the features.

- B. **License Key and Account Creation.** Access to the Software requires activation using the license key and creation of a Customer Account unless otherwise agreed in writing. License keys will be delivered to the Customer following the trial period or upon purchase and payment of a Subscription License. Account creation is free of charge and mandatory for both cloud and on-premise deployments.

- a. Qbilon shall not be liable for any misconfiguration, data loss, or unintended consequences arising from the Customer's internal system management, configuration choices, or use of the software.

3. SERVICES

- A. **Software Maintenance and Updates.** During the Subscription Term, the Company shall, on a commercially reasonable efforts basis, provide maintenance services for the Software. Such maintenance shall include the periodic release of updates, enhancements, and bug fixes (collectively, "**Software Releases**").

- a. For On-Premises Deployment: For Software deployed in the Customer's environment, the Software may be configured to perform version checks by establishing an encrypted internet connection to the Company's update servers. The Customer shall be solely responsible for establishing and maintaining such connectivity and for installing all Software Releases. The Company shall not be liable for performance issues, security vulnerabilities, or service degradation arising from the Customer's failure to implement any such Software Releases. Support services may be limited or discontinued for outdated versions following written notice from the Company.
- b. For Cloud Deployment: For Software hosted and managed by the Company, the Company shall be solely responsible for implementing Software Releases. Such releases shall be applied automatically and without Customer intervention. The Company shall use commercially reasonable efforts to minimize disruption and provide advance notice of any updates that may materially affect Software availability or functionality.
- c. During the Trial Period, Software Releases may be applied at the Company's discretion. In cloud-based trials, updates shall be managed by the

Company. In on-premises trials, the Customer shall remain responsible for the application of any updates. The Company shall not be obligated to provide support or ensure access to the most current version during the Trial Period.

- d. In connection with version checks and performance diagnostics, the Software may transmit anonymized usage metrics, including but not limited to user counts, system configuration, version number, and asset usage data. All such data shall be collected and processed in accordance with the Company's Privacy Policy.
- B. **Support Services.** During the Subscription Term, the Company shall provide standard remote technical support ("**Support Services**") to the Customer on a commercially reasonable efforts basis.
 - a. Standard Support Services shall include: (i) responses to support requests submitted via email or designated ticketing systems; (ii) guidance on the use of features as documented in the Documentation; and (iii) resolution of reproducible errors in the Software, provided that the Software is used in a supported configuration and version.
 - b. All Support Services are delivered remotely unless expressly agreed otherwise. Support requests must be submitted via the Company's designated support tool or website. This is the exclusive support channel provided by the Company, unless the Customer is working with a certified partner (e.g., Managed Service Provider or a Reseller) who offers independent services related to the installation or customization of the Qbilon Products. In such cases, support may be provided directly by the partner in accordance with their own service terms. The Company shall have no obligation to provide support for:
 - i. Customer infrastructure, networks, or third-party systems;
 - ii. Software installed or used outside of the supported environment; or
 - iii. issues caused by the Customer's failure to implement required Software Releases.
 - c. During the Trial Period, the Company may, at its sole discretion and subject to availability, provide limited support.

- d. Any enhanced support services, including priority response times, 24/7 availability, or specific service level commitments, may be governed by a separate Individual Order if specifically agreed by the Parties.

C. **Additional Services.** Any services outside the scope of Software Releases and standard Support Services, including but not limited to onboarding, implementation, proof of concept, customization, integration, training, or consulting (collectively, "**Additional Services**"), shall be subject to a separate Individual Order or a separate statement of work. Additional Services shall be invoiced on a time-and-materials or fixed-fee basis, as specified in the applicable Individual Order or such statement of work.

D. **Customer Cooperation.** The Company's obligation to perform support and maintenance services is subject to the Customer's reasonable and timely cooperation. The Customer agrees to:

- a. provide all information, documentation, logs, access credentials, and personnel necessary to facilitate the Company's performance;
- b. promptly respond to requests for clarification or technical input;
- c. enable secure remote access if required for diagnostic or resolution purposes;
- d. maintain secure access to the Software, including implementing appropriate authentication, identity management, and endpoint protection;
- e. configure and manage any third-party systems or connectors interfaced with the Software; and
- f. ensure that all data processed through the Software complies with applicable laws and does not infringe the rights of any third party.

In the event of any failure or delay by the Customer to fulfill its cooperation obligations, the Company shall be relieved from any resulting failure or delay in the performance of its support and maintenance obligations.

E. **Company's Providers.** The Customer acknowledges and agrees that, in the course of providing the Software and related services under this Agreement, including hosting, maintenance, support, and delivery, the Company may engage

and utilize third-party providers and subcontractors ("**Company's Providers**") without prior notice to or consent from the Customer. Any such subcontracting shall not relieve the Company of its obligations under this Agreement.

F. Kubernetes environment.

(The following provision applies only where the Software is deployed in a Kubernetes environment)
The Software is architected and distributed as a containerized application designed to run on Kubernetes clusters. For on-premises deployments, the Company provides a pre-configured Kubernetes cluster bundled with the Software. However, the Company shall not be in any way responsible for the management, operation, configuration, ongoing maintenance, reliability and support of the cluster environment. Any liability of the Company for any issues arising from Kubernetes cluster is expressly excluded.

4. COMPENSATION

A. License Models. The Company offers the Subscription License under two principal pricing models, depending on the Qbilon Product:

- a. Asset-Based Model: Applicable to Qbilon® Suite, under which the Subscription License Fee is determined based on the number of managed Assets within the Customer's instance of the applicable Qbilon Product.
 - i. If the Customer exceeds the licensed number of Assets, the Company reserves the right to suspend access to any Assets exceeding the licensed tier until the Customer upgrades to the appropriate tier.
- b. Customized Pricing Model: Applicable to Qbilon® Platform, where pricing and commercial terms are determined on a case-by-case basis and set forth in the applicable Individual Order.

B. Invoicing and Payment. Unless expressly stated otherwise in an Individual Order, the Company shall issue annual invoices in advance for all applicable Subscription License Fees in accordance with the Individual Order and these Terms and Conditions.

- a. The Customer shall provide valid payment information at the time of initiating the Subscription License.

b. The Fees shall be invoiced and paid in full prior to the issuance of a license key for Subscription License.

- i. For Qbilon® Suite: Payment is due immediately upon invoicing and will be automatically collected prior commencement of the Subscription License term. The commercial license key will be issued only after payment has been received, and such issuance may require up to two (2) business days.

- ii. For Qbilon® Platform, payment is due fourteen (14) calendar days from the issuance of the relevant invoice.

c. Late payments shall accrue interest at the maximum rate permitted by applicable law. All payments shall be made in euros (EUR) unless otherwise specified in the Individual Order. The Customer shall not withhold, offset, or delay payment of any undisputed amounts. All fees are non-cancellable and non-refundable.

C. Taxes. All prices and fees under this Agreement are stated exclusive of applicable taxes, levies, or duties. The Customer shall be responsible for the payment of all taxes imposed in connection with the License and use of the Software, including but not limited to sales, use, VAT, withholding, excise, and similar taxes, except for taxes based on the Company's net income. If required, such taxes will be itemized on the Company's invoices.

D. Pricing. The Company reserves the right to update its pricing, including published list prices and individually negotiated pricing, at its sole discretion. This includes the right to introduce further distinctions between license types (e.g., based on usage parameters or feature sets), which may result in changes to pricing structures. Unless otherwise agreed in the Individual Order, Subscription Licenses shall renew at the then-current applicable list price or revised rate, as notified by the Company. The Company shall provide the Customer with written notice of any pricing changes at least four (4) months prior to the end of the current Subscription License Term.

5. CONNECTORS

A. Definition and Conditions. As part of the Company's offering, the Company provides integration capabilities through proprietary software components referred to as "**Connectors**," which enable automated data collection and

synchronization between the Qbilon Software and third-party systems within the Customer's IT environment. A current list of supported Connectors is publicly available and regularly updated on the Company's website at [\[https://www.qbilon.io/list-of-connectors\]](https://www.qbilon.io/list-of-connectors) with an express disclaimer that not all Connectors listed are available for each Qbilon Product, as further specified at [\[https://qbilon.io/product\]](https://qbilon.io/product).

- a. Use of Connectors requires that relevant data sources are properly installed, accessible, and technically supported by the Customer. In on-premises deployments, the Customer is solely responsible for configuring and maintaining all required infrastructure, connectivity, and access rights for Connector functionality. In cloud deployments, Qbilon manages Connector integration and maintenance, but the Customer remains responsible for system compatibility, credentials, and third-party system availability.
- b. The Company does not warrant that any Connector will be continuously available, compatible with all versions of third-party platforms, or free from errors.
- c. Where expressly agreed in an Individual Order, the Company may deliver custom Connectors tailored to the Customer's infrastructure. Unless otherwise guaranteed in writing, delivery timelines are estimates only, and no representation is made regarding completeness, compatibility, or future support.
- d. The Customer is solely responsible for obtaining and maintaining any necessary licenses or authorizations for third-party systems connected through a Connector

6. AI FEATURES

- A. **Use of AI.** The Company may integrate artificial intelligence ("AI") and machine learning technologies into the Qbilon Products (the "**AI Features**") to provide enhanced functionality,

including but not limited to intelligent assistance, predictive insights, automated analysis, and interactive recommendations. These AI Features are made available as optional components of the Software and are designed to assist, not replace, human decision-making.

- B. **Responsibility and Opt-Out.** AI Features, including the AI Assistant, are technically integrated into the Software; however, they will not access or process Customer Data unless and until the Customer actively initiates, enables, or interacts with such features. By choosing to use any AI Feature, the Customer expressly consents to the processing of relevant data necessary to provide the functionality, including contextual system data and usage inputs, in accordance with applicable data protection laws and the Company's Privacy Policy. The Customer is under no obligation to use or activate any AI Feature. Where not used, AI functionality remains dormant with respect to Customer Data.
- C. **Data Handling.** When enabled, AI Features may process anonymized or pseudonymized usage data to generate results or improve performance. Any such processing shall be limited to the scope required to provide the feature and shall be performed in accordance with applicable data protection legislation and the Company's Privacy Policy. No Customer Data will be used for AI model training across customer environments unless explicitly agreed otherwise in writing.
- D. **Disclaimers.** The AI Features are provided strictly "as is" and are subject to ongoing refinement and development. The Company does not guarantee the accuracy, completeness, relevance, or reliability of any AI-generated output, nor the uninterrupted availability of AI functionality. The Customer acknowledges that all decisions based on AI-generated outputs are made at the Customer's sole discretion and risk. The Company disclaims all liability for any loss, damage, or adverse consequence resulting from reliance on AI-generated suggestions, outputs, or predictions.

[General Terms and Conditions on the following page]

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These General Terms and Conditions govern Special Terms and Conditions ("**Special Terms**") applicable to Qbilon Products (collectively the "**Terms and Conditions**"). In the event of conflict, the Special Terms shall prevail. Capitalized terms not defined herein have the meaning assigned in the Special Terms.

Acceptance of the Terms and Conditions by the Customer is confirmed upon conclusion of an Individual Order, which is defined as a binding agreement for a Qbilon Product license between the parties, whereby the customer submits an offer to acquire the relevant license — such as by downloading the Qbilon Product — and Qbilon accepts the offer by issuing a license key. The Individual Order document consists of the license key and includes key license details, the reference to the applicable Terms and Conditions, and any additional negotiated terms with the Customer.

1. DEFINITIONS

- A. **Listed Definitions.** Capitalized terms used in these General Terms shall have the meanings set out below. Certain other terms may be defined elsewhere in the text of these General Terms or in the applicable Special Terms, and shall have the meaning assigned to them therein.
- a. **Agreement** - The contractual relationship between the Customer and the Company, consisting of the then-current Individual Order and the then-current version of the Terms and Conditions. In case of conflict, the Individual Order prevails, except where it modifies core legal provisions.
 - b. **Approved Purpose** – The licensed right granted to the Customer to access and use the Qbilon Products strictly for agreed business operations,

including the connection, management, and monitoring of their service network and IT infrastructure, in accordance with the Agreement.

- c. **Confidential Information** - All information disclosed by one Party to the other in connection with the Agreement that is not publicly available, whether in oral, written, visual, electronic, or any other form, and whether marked confidential or not. For the avoidance of doubt, Qbilon's Confidential Information includes the Software, Documentation, pricing terms, business processes, system architecture, and any technical information provided under or in relation to this Agreement.
- d. **Documentation** - The user manuals, technical specifications, configuration guides, and other instructional materials provided by the Company, whether in printed, digital, or online format, intended to enable the proper use and operation of the Software. Documentation includes updates and revisions made available during the License Term.
- e. **Effective Date** – The date on which the Customer first accepts these General Terms and is granted access to the Software in accordance with these Terms and Conditions
- f. **Asset** - A distinct and individually managed data point or object within the Customer's IT environment, including but not limited to devices, sensors, applications, servers and responsibilities/ownerships, network nodes, services, or configuration items, as counted for licensing and billing purposes.
- g. **Fees** - The charges payable by the Customer for the use of the Software under a valid Subscription License, as specified in the applicable Special Terms and the relevant Individual Order.
- h. **Force Majeure** - Any event or circumstance beyond a Party's reasonable control, including but not limited to acts of God, natural disasters, power failures, labor strikes, war, terrorism, civil unrest, epidemic or pandemic conditions, governmental restrictions, or failures of third-party hosting providers, which materially prevents or delays the performance of that Party's obligations under this Agreement.

- i. **Intellectual Property Rights** - All intellectual property rights of any kind, whether registered or unregistered, including but not limited to copyrights, patents, trade secrets, trademarks, design rights, know-how, circuit layouts, source code, databases, and all rights arising from or associated with proprietary technology, software, and any improvements, modifications, or derivative works thereof.
 - j. **Software** - The specific instance of the applicable Qbilon Product licensed to the Customer under the Terms and Conditions and the relevant Individual Order, whether provided as a cloud-based service or on-premises deployment, including any associated Connectors, updates, and Documentation.
 - k. **Subscription License Term** - The period during which the Customer is authorized to use the Software under a valid Subscription License, as set out in the applicable Individual Order.
 - l. **User** - Any individual authorized by the Customer to access and use the Software under the Customer's Account. Users may be assigned specific roles (e.g., Admin, Architect, General User) as configured by the Customer. A User is deemed active from the moment access is granted until deactivation by the Customer.
- Documentation, or any associated Intellectual Property Rights; and
- e. Promptly notify the Company in writing upon discovery of any actual or suspected unauthorized access to, or misuse of, the Software or Documentation.
- B. **General Restrictions.** Except as expressly permitted by applicable law or agreed in writing by the Company, the Customer shall not:
- a. Modify, adapt, translate, or create derivative works based on the Software, unless such action is legally permitted and the Customer can demonstrate its applicability upon request;
 - b. Circumvent, disable, or interfere with any access control or license enforcement mechanisms embedded in the Software;
 - c. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the limited extent permitted under applicable mandatory law; and
 - d. Separate or use individual components or modules of the Software independently of the Software as a whole, unless explicitly authorized in the Individual Order.

2. LICENSE OBLIGATIONS

- A. **Scope of Use.** Subject to the License granted under Section 1 of the Special Terms and the applicable Individual Order, the Customer agrees to use the Software strictly within the scope of the Agreement. In connection therewith, the Customer shall:
- a. Use the Software and any data generated therefrom solely for lawful purposes and only as permitted under the Agreement;
 - b. Implement reasonable safeguards to protect the Software and Documentation from unauthorized access, copying, use, or disclosure;
 - c. Retain and not remove or obscure any copyright, proprietary, or legal notices contained in or affixed to the Software or Documentation;
 - d. Refrain from contesting or challenging the Company's ownership of the Software,
- E. **Compliance with Law.** The Customer shall use the Software in compliance with all applicable local, national, and international laws and regulations, including but not limited to those relating to data protection, privacy, export control, and intellectual property. The Customer acknowledges that the Company does not control, and shall not be liable for, the content, accuracy, or legality of any data transmitted through or processed by the Software by the Customer, its Users, or third parties.
- F. **Ownership.** All rights, title, and interest in and to the Software, including all copies, enhancements, and derivative works, as well as the Documentation, source code, object code, and all underlying intellectual property, are and shall remain exclusively owned by the Company. No rights are granted to the Customer other than those expressly set out in the Agreement. Nothing in these General Terms or any Individual Order shall operate to transfer or assign any ownership interest in the Software or related materials to the Customer.

3. CONFIDENTIALITY

- A. **Protection.** Each Party agrees to keep all Confidential Information received from the other Party strictly confidential and to use such information solely for purposes of fulfilling the Agreement.
- B. **Exceptions.** Confidential Information does not include information that:
- a. Has been consented to be shared by the other Party;
 - b. Was already lawfully in the possession of the receiving Party prior to disclosure;
 - c. Becomes publicly available through no fault of the receiving Party;
 - d. Is lawfully obtained from a third party not under a duty of confidentiality;
 - e. Is independently developed without reference to the other Party's Confidential Information.
 - f. Must be disclosed pursuant to a legal obligation, provided the disclosing Party is notified in advance, if legally permissible.
- C. **Survival.** Obligations of confidentiality shall survive the termination or expiration of the Agreement for two (2) years thereafter. Upon termination, either Party may request the return or destruction of Confidential Information.

4. DATA PROTECTION

- A. **Customer as Data Controller.** The Parties acknowledge that in the course of using the Software, the Customer may submit personal data to the Company for processing. The Customer shall at all times act as the sole **Data Controller** with respect to such data and shall be solely responsible for ensuring its compliance with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR), national data protection laws, and any similar regulations. The Customer shall ensure that all necessary notices have been given and all required consents obtained for the lawful processing of personal data by the Company in accordance with this Agreement. The Customer remains solely responsible for the accuracy, quality, legality,

integrity, and reliability of all personal data submitted and retains ownership thereof.

- B. **The Company as a Data Processor and Privacy Policy.** To the extent the Company processes personal data on behalf of the Customer in connection with the Services, it shall do so solely for the purpose of fulfilling its obligations under this Agreement and only to the minimum extent necessary. The Company shall comply with its Privacy Policy available at [<http://qbilon.io/privacy>], which is incorporated into this Agreement by reference. The Company may update its Privacy Policy from time to time, provided that such changes will not result in a material reduction in the level of protection afforded to Customer data while in the Company's possession.
- C. **Data.** The Company's processing of Customer Data is limited to what is strictly necessary to perform its obligations under the Agreement. The Company does not assume responsibility for the storage, backup, or preservation of Customer Data, unless expressly agreed otherwise in writing.
- a. For cloud deployments, the Company shall take commercially reasonable measures to maintain data availability and system integrity within its managed environment. The Customer remains solely responsible for exporting and backing up its data. The Company shall not be liable for any data loss or corruption except where directly and solely caused by its gross negligence or willful misconduct.
 - b. For on-premises deployments, the Company shall have no access to or control over Customer Data. The Customer is solely responsible for data security, access, storage, and recovery within its own environment.
 - c. With respect to Connectors, the Customer is solely responsible for ensuring that connected data sources are properly configured, accessible, and legally compliant. The Company disclaims all liability for any interruption, inaccuracy, or data loss arising from third-party systems or integration failures.

5. CONTENT AND INFORMATION

- A. **Customer Content.** The Company may collect, process, and analyze data, materials, and

information provided by the Customer or generated through use of the Services ("**Customer Content**") for the limited purposes of delivering the Services, improving functionality, conducting internal research, and enhancing its business operations. All such use shall be in accordance with applicable data protection laws and the Company's Privacy Policy.

B. Rights and Obligations. The Customer hereby:

- a. Grants the Company, its affiliates, and authorized subcontractors the right to use Customer Content solely to the extent necessary to perform the Services and as otherwise permitted under this Agreement;
- b. Assigns to the Company all right, title, and interest in any feedback, suggestions, or written materials submitted by the Customer relating to the Software, including any associated intellectual property rights;
- c. Warrants that it has obtained all necessary rights, consents, and authorizations to provide the Customer Content and permit its use under this Agreement;
- d. Authorizes the Company to identify the Customer as a client and to use the Customer's name and logo in reference lists, case studies, and marketing materials, unless the Customer withdraws such consent in writing.

C. Data Usage. Customer Content will not be used by the Company for training or refining machine learning or AI models unless the Customer has provided prior express written consent. The Customer further acknowledges that the Company may generate aggregated and anonymized insights derived from usage of the Software for analytical and operational purposes. Such insights shall not be considered Customer Content or Confidential Information under this Agreement.

6. COMPANY WARRANTIES

A. Limited Warranty. The Company warrants that, during the Subscription License Term, the Software will substantially conform to the functional specifications expressly set forth in the applicable Documentation or Individual Order, provided it is used in accordance with the Agreement and

under supported conditions. This warranty applies only to the unmodified version of the Software delivered by the Company and does not extend to third-party systems or data sources integrated via Connectors. The Company does not warrant that the Software will meet the Customer's specific business requirements, operate uninterrupted, be error-free, or function in combination with any third-party system not explicitly supported by the Company. Specifications, feature descriptions, and integration capabilities do not constitute guarantees unless expressly designated as such in writing

B. Non-Infringement. The Company warrants that, to the best of its knowledge, the Software is not subject to any claim alleging infringement of third-party intellectual property rights. If the Customer becomes aware of a potential or actual infringement claim ("IP Claim"), it shall: (a) promptly notify the Company in writing; (b) refrain from admitting liability or settling the claim without the Company's prior written consent; and (c) allow the Company to control the defense and settlement process.

C. Defect Rectification. In the event the Customer reports a reproducible defect that materially impairs the intended use of the Software and is demonstrably caused solely by the Company, under normal operating conditions and in accordance with the Agreement ("**Software Defect**"), the Company shall use commercially reasonable efforts to correct such defect through a patch, update, or suitable workaround within a reasonable period of time. The Customer shall fully cooperate with the Company in diagnosing and resolving the issue, including providing access, documentation, and technical resources as required. The Company shall be entitled to at least two (2) documented attempts to remedy the Software Defect before any alternative remedies may be considered. If, despite such attempts, the Software Defect is not resolved within thirty (30) days from the date of written notice, and such delay is solely attributable to the Company (and not to any lack of Customer cooperation or failure of third-party infrastructure), the Customer may request a proportionate reduction of License Fees for the affected period, subject to the limitation of liability set out in Section 8. In the event of a material Software Defect that renders the Software entirely unusable for its licensed purpose, and provided that the Company has been given sufficient time and opportunity to remedy the issue,

the Customer may terminate the Agreement for good cause in accordance with Section 10, provided all other conditions and limitations of these General Terms are satisfied.

D. Warranty Exclusions. No warranty shall apply to the extent that:

- a. the Software is used in breach of the Agreement or outside the Approved Purpose;
- b. the defect arises from Customer's or a third party's infrastructure, configuration, or data;
- c. the Software has been altered, modified, or integrated by anyone other than the Company or its authorized subcontractors;
- d. the issue arises from third-party connectors, unsupported data sources, or APIs not under the Company's control; or
- e. the defect is caused by circumstances beyond the Company's reasonable control.

E. Further Disclaimer. Except as expressly provided in this Section, and to the maximum extent permitted by law, the Software, Services, and Documentation are provided **"as is"** without warranties of any kind, whether express, implied, or statutory. The Company disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. No oral or written information or advice provided by the Company shall create any warranty not expressly stated in the Agreement.

7. CUSTOMER WARRANTIES

A. General Representations and Warranties. The Customer represents and warrants that:

- a. It has full legal authority, capacity, and right to enter into and perform its obligations under this Agreement;
- b. Its use of the Software and performance under this Agreement will not:
 - i. Violate any applicable law, regulation, or governmental requirement;
 - ii. Breach any contract or third-party obligation to which it is bound; or

- iii. Infringe upon or misappropriate any third party's intellectual property or proprietary rights.

B. Customer Content and Data Warranties. The Customer further warrants that:

- a. It has all necessary rights, licenses, and permissions to provide the Customer Content and to authorize its use by the Company under this Agreement;
- b. Customer Content does not contain material that is unlawful, infringing, defamatory, obscene, offensive, or otherwise harmful;
- c. Customer Content and associated instructions will not give rise to third-party claims or cause the Company to incur unexpected technical or legal risks; and
- d. It is solely responsible for the accuracy, completeness, legality, and security of any Customer Content and related systems.

C. Environment, Access, and Security Responsibilities The Customer acknowledges and agrees that:

- a. It is solely responsible for the operation, security, and maintenance of its own IT environment, including system configurations, identity and access management, third-party integrations, and network connectivity;
- b. The Company shall not be liable for any data loss, unauthorized access, corruption, or downtime arising from Customer-side infrastructure, misconfiguration, or negligence; and
- c. The Company does not guarantee immunity against cybersecurity incidents and disclaims liability for any breach resulting from the Customer's failure to implement appropriate technical and organizational safeguards.

D. Indemnification The Customer shall indemnify, defend, and hold harmless the Company from and against any and all third-party claims, losses, liabilities, costs, damages, or expenses (including reasonable legal fees) arising out of or relating to: (i) Customer's negligent, unlawful, or unauthorized use of the Software; (ii) Failure to implement or follow instructions, security best practices, or the Company's Documentation; (iii) Unapproved alterations to the Software or changes to the

operating environment; (iv) The use or submission of Customer Content, including any third-party claims relating thereto; or (v) Any breach by the Customer of the representations, warranties, or obligations set out in this Agreement.

- E. **Audit Cooperation.** In the event of a suspected breach of license terms, or upon reasonable written notice, the Customer agrees to cooperate with the Company in verifying compliance with this Agreement, including providing access to relevant usage data, technical logs, or deployment records as reasonably required. Any such audit shall be conducted in a manner that does not unreasonably interfere with the Customer's business operations and shall be subject to appropriate confidentiality protection.

8. LIABILITY

- A. **Statute of Limitations.** Unless otherwise specified in an Individual Order or required by applicable law, the Customer may not bring any claim against the Company more than six (6) months after the date on which the event giving rise to the claim occurred (the "**Liability Period**"). After this period, any such claim shall be deemed waived and barred.

- B. **Exclusion of Indirect Damages.** To the maximum extent permitted by applicable law, the Company shall not be liable to the Customer for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of revenue, profits, business opportunities, goodwill, or anticipated savings, regardless of the legal theory and even if advised of the possibility of such damages. The exclusions in Section 8.2 shall include, without limitation:

- a. Loss or corruption of data or system downtime;
- b. Customer-side misconfiguration, failed backups, or use of unsupported third-party integrations;
- c. Harm arising from viruses, malware, or unauthorized access, unless directly and solely caused by the Company's Software;
- d. Regulatory penalties or liabilities incurred from the Customer's misuse of the Software or breach of law; and

- e. Any damages arising except where caused by the Company's gross negligence or willful misconduct.

- f. Any damages arising from the use, integration or operation of third-party systems within the customer's environment, even if such systems are installed or operated together with Qbilon Products.

- C. **Limitation of Direct Liability.** Except as stated in Section 8.5, the Company's total cumulative liability for any and all claims arising out of or related to the Agreement shall be limited to the aggregate amount of License Fees paid by the Customer under the Agreement during the twelve (12) months preceding the event giving rise to liability. Liability shall apply only to direct damages arising from the Company's proven material breach of contract due to its sole fault.

- D. **Exceptions to Limitations.** The exclusions and limitations in this Section 8 shall not apply to (i) the Customer's indemnity and payment obligations under this Agreement (ii) Liability for death or personal injury caused by either Party's negligence; (iii) Gross negligence or willful misconduct of the respective Party; or (iv) Any liability that may not be excluded or limited under applicable law.

- E. **Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to Force Majeure. The affected Party shall: (i) notify the other Party without undue delay; (ii) use reasonable efforts to mitigate the impact; and (iii) continue performance to the extent reasonably practicable. Force Majeure shall not relieve the Customer of its obligation to pay outstanding Fees.

- F. **Equitable Remedies.** The Customer acknowledges that any actual or threatened breach of its obligations with respect to the Company's intellectual property rights, Confidential Information, or software license scope may cause irreparable harm not adequately compensable by damages. In such case, the Company shall be entitled to seek injunctive or equitable relief, without the need to post bond or prove actual damages, in addition to any other legal or contractual remedies.

9. TERMINATION

A. License Term. Unless expressly agreed otherwise in the applicable Individual Order, the initial term of the Subscription License shall be minimum one (1) year from the effective date stated in the Individual Order. Thereafter, the License shall remain in effect and may not be terminated early by the Customer, except as provided in Section 9B.

B. Automatic Renewal and Termination Notice

Unless the Customer provides written notice of non-renewal at least ninety (90) days prior to the end of the current term, the License will automatically renew for successive periods of equal duration to the initial term. Termination notices must be submitted in writing to info@qbilon.io clearly stating the Customer's intention to terminate the License Agreement effective as of the next possible termination date.

Notices received fewer than ninety (90) days before the expiration of the current term shall be deemed ineffective.

C. Termination for Cause. Either Party may terminate the Agreement and the associated License with immediate effect by giving written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure such breach within ninety (90) days after receipt of a written notice specifying the breach in reasonable detail. No other termination rights shall apply unless expressly provided in the Agreement or the applicable Individual Order, except for non-renewal by the Customer pursuant to Section

D. Consequences of Termination or Expiration. Upon expiration or termination of the License for any reason:

- a. No refund shall be payable unless otherwise set out in the Terms and Conditions;
- b. The Customer shall remain liable for all License Fees and other charges accrued up to the effective date of termination or expiration, including fees for services already rendered or licenses already activated;
- c. All rights granted to the Customer under the License shall cease, and the Customer shall immediately cease all use of the Software and delete or return any Confidential Information, Software components, or Documentation, as applicable.

10. GENERAL

A. Notices. All notices under this Agreement must be delivered in writing and may be sent by email to the email address designated by each Party in the relevant Individual Order or other formal written communication. Notices are deemed received upon successful delivery confirmation.

B. Dispute Resolution Procedure. Any dispute arising out of or in connection with this Agreement ("Dispute") shall be addressed in good faith through internal escalation, including consultation between senior management or a designated joint committee of both Parties. All related communications and proposals shall be treated as confidential. Neither Party shall initiate legal or arbitral proceedings unless and until the Dispute Resolution Procedure has been completed. The procedure shall be deemed completed upon: (a) the Parties reaching a mutual settlement; or (b) written notice by either Party stating that good-faith negotiations have failed. This clause shall not prevent either Party from seeking interim, injunctive, or equitable relief at any time.

C. Marketing Rights. The Customer grants the Company the right to use its name and logo in marketing, sales, financial, and public relations materials for the purpose of identifying the Customer as a Qbilon client, including as a reference project. Similarly, the Company grants the Customer the right to use Qbilon's name and logo for the limited purpose of identifying Qbilon as its service provider. Either Party may revoke or restrict this permission at any time by written notice, including via email to marketing@qbilon.com.

D. Assignment. The Customer may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Company. Any permitted assignment shall not relieve the Customer of its obligations hereunder. The Company may assign or delegate its rights or obligations, in whole or in part, to affiliates or subcontractors without consent, provided such delegation does not materially reduce the Customer's rights under the Agreement.

E. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.

- F. **Entire Agreement.** This Agreement, including all referenced documents, schedules, and applicable Special Terms and Individual Orders, constitutes the entire agreement between the Parties and supersedes all prior oral or written understandings, proposals, and agreements. Each Party acknowledges that it has not relied on any statement or representation not expressly set forth in this Agreement. Standard terms and conditions of the Customer shall not apply.
- G. **Amendments.** Except as otherwise provided in these General Terms and without prejudice to the applicable law, the Company reserves the right to amend these General Terms and any applicable Special Terms at its sole discretion. Amendments shall become effective upon (i) publication on the Company's website at <https://www.qbilon.io/legal>; or (ii) written notification to the Customer. Continued use of the Software after such notification constitutes acceptance of the amended terms.
- H. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed if necessary. All remaining provisions shall remain in full force and effect.
- I. **Waiver.** Except as expressly stated in Section 8.1 (Statute of Limitations), no waiver of any right or provision shall be effective unless in writing and signed by the waiving Party. No failure or delay in enforcing any provision shall operate as a waiver thereof or of any other provision.
- J. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflict-of-law rules. The courts located in Nuremberg, Germany shall have exclusive jurisdiction over any Dispute arising out of or in connection with this Agreement.
- K. **Authority to Bind.** If this Agreement is accepted by an individual on behalf of a company or other legal entity, such individual represents and warrants that they have the authority to bind such entity. In such cases, all references to "Customer" herein shall refer to that entity.