TERMS AND CONDITIONS

1. Definitions.

a. "**Customer**" means the end user of the Service by provided by MyMeta through Reseller under an agreement between Reseller and Customer (the "**Customer Agreement**").

b. "**Customer Data**" means all electronic data or information submitted by Customer to the Service.

c. "**Instance**" means a specific instance or URL of Customer's Original Application.

d. "**MyMeta**" or "**Provider**" means MyMeta Software Inc.

e. "**Reseller**" means MyMeta's authorized reseller that is party to the Customer Agreement.

f. "**Service**" means providing access to the System to Customer.

g. "**System**" means MyMeta's online, web-based user experience software provided under this Customer Agreement as an extension of the principal browser used by the Customer (Chrome, MS Edge Chromium, Firefox, Safari) and/or a snippet code to be embedded in Customer's Instance of the Original Application.

h. "**Original Application**" means Customer's hosted application, the user interface of which the System transforms.

i. "**Provider Data**" means the information collected or generated by Provider in the course of providing the System or any services under this Agreement.

j. "**Users**" means Customer's administrator-level employees, consultants, contractors or agents who are authorized to use the Service and have been supplied User IDs, including passwords, by Provider.

2. MyMeta is a third party beneficiary of this Customer Agreement.

3. MyMeta will make the Services available to Customer subject to the terms of this Customer Agreement.

4. Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for its Users to connect to, access and use the Service except as otherwise provided by Provider. For example, Customer will be responsible for standard computer workstations and necessary network connections not provided by Provider. Customer acknowledges and agrees that Provider is not obligated to provide any anti-virus services, and Customer is responsible for ensuring that its environments are virus-free.

5. Each User will be assigned a unique User identification name and password for access to and use of the Service ("User ID"). Customer shall be responsible for ensuring the security and confidentiality of all User ID's. The Service shall be used only by Users who possess and exercise administrative rights.

6. In addition to its confidentiality obligations under this Customer Agreement, Customer is responsible for all activities (whether lawful or unlawful) that occur while Customer personnel are using the System. Customer shall and shall ensure that its Users: (a) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Provider promptly of any such unauthorized use; (b) comply with all applicable local, state, federal laws in using the Service; and (c) inform Provider of material changes in its Instances of the Original Application. Customer hereby grants to Provider a perpetual, royalty-free, fully paid-up, irrevocable, transferable, sublicensable, worldwide license to use, copy, reproduce, display, alter, create derivative works of and otherwise modify Customer Data for Provider's business purposes.

7. Customer shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Customer Agreement; (b) send to Provider or cause to be sent to Provider or store on any computer that is used to access the Service any infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (c) send to Provider or cause to be sent to Provider or store on any computer that is used to access the Service material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (e) attempt to gain unauthorized access to the Service or its related systems or networks; (f) conceal or remove any title, trademark, copyright, proprietary or restricted rights notice contained in the System or the Service associated therewith; and (g) send to Provider or cause to be sent to Provider or store in the Service personal or other sensitive information.

8. Customer hereby consents to Provider remotely running programs and other processes in Customer's computing environment as part of the Services, including processes to monitor for changes to the Original Application.

9. Provider reserves the right to temporarily suspend Customer's access to the Service without notice for routine and emergency maintenance or if Provider becomes aware of or reasonably suspects Customer or Customer's users are engaging in illegal, irresponsible or disruptive activities, including activities that may overburden or threaten the integrity, reliability, or function of the Service in any way.

10. Customer acknowledges that in providing the Service, Provider utilizes (a) the Provider name, the Provider logo, the Provider domain name, the product and service names associated with the Service, and other trademarks and service marks; (b) certain audio and visual information, documents, software and other works of authorship; and (c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Provider Technology") and that Provider owns or licenses patent rights, trademark rights, copyrights and other intellectual property rights to the Provider Technology (collectively, "Provider IP Rights"). Other than as expressly set forth in this Customer Agreement, Provider does not grant or otherwise convey any license or other right in or to the Provider Technology or Provider IP Rights to Customer. Provider expressly reserves all rights to the Provider Technology not expressly granted under this Customer Agreement. There are no implied licenses under this Customer Agreement. Customer acknowledges and agrees that any breach of this Customer Agreement by its User or any other employee, agent or contractor of Customer shall be deemed a breach of this Customer Agreement by Customer.

11. Customer shall not (a) reproduce, copy, alter, adapt, modify, improve, enhance, translate, or create derivative works based on the Service or any other Provider Technology; (b) create "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranet(s) for its own internal business purposes; or (c) disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets or know-how underlying the Service or any other Provider Technology for any

reason, or access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar features, functions or graphics of the Service, or (iii) copy any features, functions or graphics of the Service.

12. As between Provider and Customer, all Provider Data is owned exclusively by Provider and shall be considered confidential information of Provider subject to the terms of this Customer Agreement. Provider Data includes data collected from Users and end users of the Service (e.g., response time, clickstream data, and the like). Any such data entered by or collected from users of the Service ("Usage Data"); Usage Data is Provider confidential information. For the avoidance of doubt, Usage Data does not include Customer Data.

13. Customer hereby grants, and shall execute any appropriate documentation evidencing said grant, to Provider a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service

14. Customer hereby grants Provider the right to use the name and service marks of Customer in its marketing materials or other oral, electronic, or written promotions, which shall include naming Customer as a client of Provider and a brief scope of services provided. Any and all such marketing materials must be approved by both the Customer and Provider prior to any public display or distribution. In addition, Customer hereby grants Provider the right to display its logo (or other trademark or other identifying information) and a hyperlink to Provider's website on the home page of Customer's website. Any use of Provider's logos or links on Customers website must be approved in writing by Provider.

15. Under no circumstances will Provider be liable for any damage or loss resulting from a cause over which Provider does not have control, including, without limitation, failure of electronic or mechanical equipment or communications lines, network connectivity, telephone or other interconnect problems, unauthorized access, theft or operator error.

16. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE USE, FUNCTIONALITY, OR AVAILABILITY OF THE SERVICE, AND Provider HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE OR VIRUS-FREE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WITH RESPECT TO THE THIRD PARTY COMPONENTS OF THE SERVICE. None of Provider, its suppliers or its licensors will have any liability whatsoever for (a) the accuracy, completeness or timeliness of the rendering or organization of the Original Application provided through the Service, (b) any decision made or action taken by Customer in reliance upon such rendering or organization of the Original Application (c) any functions, malfunctions, defects, features, processes, errors, vulnerabilities, or bugs in the Original Application or the consequences thereof; (d) Customer's interactions with, and other activities related to, the Original Application, through the Services or otherwise; or (e) any other information obtained by Customer from the Original Application or any other third party application through the Service. The parties agree and acknowledge that Provider shall in no event be held responsible for any problems with the Service attributable to the public Internet infrastructure or Customer's ability to be connected to the Internet.

17. THE ENTIRE LIABILITY OF PROVIDER AND ITS EMPLOYEES, DIRECTORS, INVESTORS, SUBSIDIARIES, AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS (COLLECTIVELY, THE "REPRESENTATIVES") FOR ANY REASON SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO RESELLER HEREUNDER DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE) ARISING UNDER THIS CUSTOMER AGREEMENT, OR RELATED TO THE SERVICE, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF PROVIDER OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Provider AND Customer. No action (regardless of form) arising out of this Customer Agreement may be commenced by Customer more than two years after the cause of action has occurred no matter when discovered.

For and on behalf of the **Provider**

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Signed by
Company: myMeta S.r.l.
Name: Emilio Orlandini
Title: GM EMEA
Place, Date: Carmignano di Brenta (PD), XX-XX-2024

For and on behalf of the **Customer**

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Signed by
Company:
Name:
Title:
Place, Date: