

## TERMS OF USE – ADDITIONAL MODULES

These Terms of Use shall govern the contractual relationship between THRON and the Client regarding any provision of the available additional modules (hereinafter, “Modules”).

### 1. DEFINITIONS:

The definitions listed in § 1 of THRON General Terms and Conditions shall apply also to these Terms of Use. In case of conflict, the following definitions shall prevail:

**“MAIN CONTRACT”**: the contract signed by THRON and the Client that govern the provision of the Software according to what set forth in § 3 of THRON General Terms and Conditions.

**“CLIENT’S DATA”**: any digital private data, content or information uploaded into the Software by the Client or by any third party acting in the name and on the behalf of the Client.

**“MODULE”**: any software application, add-on/plugin, update, and, in general, any product or service that could be integrated to the Software and that it is governed by these Terms of Use.

### 2. EXECUTION OF CONTRACT

- 2.1. By signing the Order, the Client confirms to have read and accepted THRON General Terms and Conditions, the Service Level Agreement and any terms included herein.
- 2.2. For anything which is not expressly governed by these Terms of Use, THRON General Terms and Conditions shall apply.

### 3. LICENSE

- 3.1. THRON grants the Client a limited, non-transferable and non-exclusive license to use the Modules according to these Terms of Use.
- 3.2. The Client acknowledges and accepts that each Module has been designed and created to be an add-on of the Software, therefore, they must be used solely with the Software and within the limits of their features.
- 3.3. THRON may release periodic updates of the Modules.
- 3.4. The Client must use the Modules in compliance with the current law and regulations.

### 4. CLIENT’S OBLIGATION

- 4.1. The Modules can be used solely by the Client and its Users.
- 4.2. The Client and its Users must use the Modules for the purposes they have been designed and developed. Other uses are strictly forbidden.
- 4.3. The Client is forbidden to: (i) copy or reproduce the Modules as a whole or in part; (ii) modify, adapt, translate, distribute, publish, reverse engineer, transcode, decompile or disassemble the Module as a whole or in part, except for what expressly provided by law; (iii) merge and/or connect the Modules, as a whole or in part, to other software not installed on the Software or which have not been downloaded from THRON Marketplace; (iv) grant, lend, lease, rent, sub-license, sell, distribute, make available or otherwise transfer the Modules, as a whole or in part, to any third party, or allow any third party to use them; (v) remove, or in any way delete from the Modules any brand, trademark, copyright or any reservation of rights notice, affixed on or within the Modules ; (vi) develop any product or software application based on the Modules or that are in any way connected to the Modules; (vii) use the Modules to develop and spread viruses, malwares or similar applications.

### 5. FEES

- 5.1. The license fees due for each Module are specified in the Order.
- 5.2. Each Module shall be available according to the configuration selected in the Order and shall be governed by the relevant Terms of Use.
- 5.3. As to invoicing and payment THRON General Terms and Conditions shall apply.
- 5.4. When any payment related to the add-on Modules is overdue by more than 30 (thirty) days, THRON will have the right to suspend the provision of the Modules and/or to terminate the contract without prejudice to claim for further damages.



**6. AMENDMENTS TO THE TERMS OF USE**

- 6.1. THRON reserves the right to modify these Terms of Use at any time.
- 6.2. The Client shall be promptly notified about the amendments referred to § 6.1.
- 6.3. The Client has the right not to accept the amendments and to terminate the contract according to the provisions of THRON General Terms and Conditions.

**7. SPECIFIC APPROVAL OF CLAUSES ACCORDING TO ARTICLES 1341 AND 1342 OF THE ITALIAN CIVIL CODE**

- 7.1. The Client represents that it specifically approves the following clauses: 5 (Fees); 6 (Amendments to the Terms of Use).