

# CONDITIONS OF USE

## THREADSTONE CYBER SECURITY

Either through an authorised Partner of ThreadStone Cyber Security (hereinafter referred to as: "Partner") or directly via ThreadStone Cyber Security, you have indicated that you wish to make use of the products and Services of ThreadStone Cyber Security (hereinafter referred to as: "the Services"). These Conditions of use are applicable to the Services. If you have purchased Services through a Partner of ThreadStone Cyber Security (e.g. a Reseller), their content and other matters are subject to the agreement entered into with this Partner, unless expressly agreed otherwise. All references to ThreadStone Cyber Security in these Conditions of use, with the exception of Article 10, should be read as references to the Partner.

From March 1, 2017, the Conditions of use apply to any use of the ThreadStone Cyber Security environment (via your own computer, a mobile device or another device).

By creating an account, you agree to these Conditions of use and the associated Service Level Agreement (hereinafter referred to as: "the SLA"), included as Annex 1. We recommend that you read these Conditions of use prior to creating an account. These Conditions of use may be adapted from time to time.

### ARTICLE 1. REGISTRATION

- 1.1. Registration is required to make optimum use of the Services. This registration takes place by filling in the registration form, which can be found on the ThreadStone Cyber Security website or the Partner website.
- 1.2. The user name is determined on the basis of a proposal by you (e.g. your e-mail address). The user name and password are strictly personal. You are responsible for the use of the user name and the password.
- 1.3. Your login details must be kept strictly confidential. ThreadStone Cyber Security cannot be held liable for any misuse of the login details, and may assume that each user who logs in via the Service, is also that user. Everything that is done with your account, is for your account and risk.
- 1.4. If you know or suspect that your login details have fallen into the hands of unauthorised persons, you should change your password as soon as possible and/or notify ThreadStone Cyber Security as soon as possible, to enable ThreadStone Cyber Security to take appropriate measures.
- 1.5. ThreadStone Cyber Security reserves the right to change the user name, the password or the recipient e-mail address if ThreadStone Cyber Security deems it necessary for the functioning of the Services.
- 1.6. It is not permitted to create accounts for or on behalf of others, unless you have the appropriate permission of the legal person/natural person or, if applicable, you are a Partner and are creating an account on the instructions of an end user.

### ARTICLE 2. CONCLUSION AND FULFILMENT OF THE AGREEMENT

- 2.1 An agreement will be concluded at the moment that ThreadStone Cyber Security has accepted your registration and you log in on your account for the first time. ThreadStone Cyber Security reserves the right to refuse an application without giving any reason. By way of derogation from the preceding provisions, agreements between you and Partner are concluded in accordance with the procedures imposed by the Partner, such as the signing of a written (job) confirmation.
- 2.2 You are obliged to provide correct, accurate, current and complete information during the registration procedure. If any of these details change, you are obliged to change the details as registered on the ThreadStone Cyber Security website within 30 days. An agreement is personal and bound to a legal person. You are not entitled to transfer the rights and obligations from this agreement to third parties without the express prior written consent of ThreadStone Cyber Security.
- 2.3 Insofar as no other arrangements have been agreed on in writing, ThreadStone Cyber Security will ensure that the Services are carried out to the best of its abilities, with due care and professionalism. If and insofar as a good fulfilment of the Services requires, ThreadStone Cyber Security reserves the right to have certain work performed by a third party, without being held to notify you thereof.
- 2.4 ThreadStone Cyber Security is dedicated to taking into account any final delivery dates and/or deadlines as much as possible, as agreed on by them or established in the agreement between the parties. ThreadStone Cyber Security is not bound by any interim (delivery) dates mentioned or agreed between the parties, and these target dates will always have an indicative nature.
- 2.5 You are bound to do all that is reasonably necessary and desirable to allow a timely and correct fulfilment of the Services. In particular, you will ensure that all data which ThreadStone Cyber Security indicates are necessary or of which you should reasonably understand that these are necessary for the performance of the services, are provided to ThreadStone Cyber Security in a timely manner.

### ARTICLE 3. USE OF THE SERVICES

- 3.1 Unless otherwise specified, the Services are intended solely for use by you. You are prohibited from modifying, copying, distributing, transmitting, displaying, showing, publishing, licencing, creating derivative works from, transferring or selling any information or software obtained from the Services.
- 3.2 You hereby warrant that the Services will not be used for activities (such as storage or transmission of information) which are in conflict with Dutch law or other applicable laws and regulations.
- 3.3 You are prohibited from, in particular, but not limited to, negatively influencing the Services or having the Services negatively influenced, or using the Services to infringe the rights of third parties. This shall include but is not limited to:
  - a. Sending out large-scale unsolicited e-mail or other communications;
  - b. Causing a nuisance or failures, for instance by carrying out or coordinating (distributed) Denial-of-Service attacks, operating or sending botnets or other malicious software such as viruses or spyware;
  - c. Making the Services available to third parties without the prior consent of ThreadStone Cyber Security;
  - d. Uploading files, or otherwise making available, images, photos, software or other material protected by intellectual property rights, including but not limited to any laws with regard to copyright and trademarks (or the rights of privacy or publicity), unless you own or manage the respective rights, or have obtained the necessary consent to do so;
  - e. Using the Services in a manner that could damage, disable, overload or negatively affect a connected website or web application, server or network.
- 3.4 If ThreadStone Cyber Security suspects that the conditions as set out in the two preceding paragraphs are infringed, ThreadStone Cyber Security reserves the right to take all reasonable measures to end this infringement. ThreadStone Cyber Security will notify you of these measures as soon as possible and where possible involve you in the measures to be taken. ThreadStone Cyber Security is never liable to pay compensation for damage as a result of such measures.
- 3.5 If a third party notifies ThreadStone Cyber Security that the Services violate Dutch law or other applicable laws and regulations in any manner whatsoever, ThreadStone Cyber Security will, prior to taking the necessary measures, notify you as soon as possible and ask you to end the violation within a reasonable period of time or to notify this third party, through a motivated letter, why there is no violation. If you do neither of these within a reasonable period of time, ThreadStone Cyber Security reserves the right to take the measures as referred to in the preceding paragraph. In urgent or serious cases, ThreadStone Cyber Security can intervene without warning.
- 3.6 ThreadStone Cyber Security reserves the right to communicate your name, address and other identifying information to a third party with such a legal claim, provided that the accuracy of the claim has reasonably been established. Furthermore, ThreadStone Cyber Security reserves the right to report any criminal offences identified.
- 3.7 Although information made available or read out is not checked in advance, ThreadStone Cyber Security reserves the right (but is not obliged) to refuse or delete the information provided by you at its discretion. ThreadStone Cyber Security also reserves the right to deny you access to any or all of the Services at any time, without notice and for any reason.
- 3.8 For certain Services, additional conditions apply in respect of the use thereof, which may include a Service Level Agreement. If applicable, these additional conditions in respect of the use will be published for each Service separately.
- 3.9 Through the Services, services from third parties can also be purchased. If you want to make use of the services of third parties, the (general) conditions imposed by those third parties apply to the agreements between you and the applicable third party at all times. ThreadStone Cyber Security can in no way be held responsible for the fulfilment of the aforementioned agreements.

#### **ARTICLE 4. AVAILABILITY AND WARRANTY**

- 4.1 The Services provided by ThreadStone Cyber Security make use of the Internet. ThreadStone Cyber Security will endeavour to offer the widest possible availability of Services, in accordance with the SLA. ThreadStone Cyber Security expressly does not guarantee that the Services or parts thereof are available without errors and are available at all times, or that the volume of Internet traffic can always be handled. ThreadStone Cyber Security does not guarantee that such Services are without disruption or errors, or are fully secure. ThreadStone Cyber Security has no control over the flow of data to or from your network and other parts of the Internet. Such a flow is to a large extent dependent on the Internet services provided or managed by third parties. Any acts or omissions by those third parties can disrupt your Internet connection (or parts thereof).
- 4.2 ThreadStone Cyber Security reserves the right to (temporarily) disable the systems or minimise the use thereof insofar as this is necessary for the maintenance of the systems, in accordance with the SLA.
- 4.3 If the disruption or failure is caused as a result of improper or incorrect use of the Services by you, ThreadStone Cyber Security can charge the costs for resolving the disruption or failure to you.
- 4.4 ThreadStone Cyber Security may, from time to time, adjust the functionality of the Services. Your feedback and suggestions are welcome, but ultimately ThreadStone Cyber Security will decide whether and which adjustments will be implemented.
- 4.5 ThreadStone Cyber Security cannot guarantee that the Services will always meet your expectations. The Services are provided "as-is". ThreadStone Cyber Security cannot guarantee that your account will always be in correct

working order and/or that continuous access to your account can be obtained. It can also not guarantee that the data processed through the Service are free of errors and/or without omissions.

**ARTICLE 5. HELPDESK**

- 5.1 The helpdesk is only intended for those employees at your company involved in the configuration and management of the user settings of the Services, and not to answer questions with regard to the scans that form part of the Services.

**ARTICLE 6. PROTECTION OF PRIVACY**

- 6.1 The protection of your privacy is of prime importance for ThreadStone Cyber Security. ThreadStone Cyber Security implements appropriate protective measures, such as strict procedures and measures such as passwords, physical and administrative access control to data and servers, encryption through Secure Sockets Layer (SSL) and firewalls.
- 6.2 ThreadStone Cyber Security can, if necessary for the fulfilment of the agreement, share your personal details with third parties, such as (sub)processors or to other ICT service providers.

**ARTICLE 7. DURATION AND TERMINATION**

- 7.1 Unless explicitly agreed otherwise, this agreement is entered into for a contract period of twelve (12) months. Unless otherwise agreed, and in the absence of a written notice of termination to the other party which is received at least three (3) months before the end of the contract term, the agreement is automatically renewed for the same contract term. After termination of the agreement, you can continue to use certain functionalities of the Services, for which no compensation is required.
- 7.2 ThreadStone Cyber Security can cancel the agreement before the end of the contract term and with notice of termination if:
- a. You have been granted a suspension of payment, either provisional or definitive, or bankruptcy has been filed for your company;
  - b. You have made false statements, as referred to in Article, or are otherwise in breach of these Conditions of use;
  - c. You have not used the software for more than 12 months.

**ARTICLE 8. CREDITS**

- 8.1 If credits are used in the ThreadStone Cyber Security environment (hereinafter referred to as: "Credits"), the provisions of this Article shall apply. With Credits, you can purchase paid Services, such as reports, analyses, repeat scans etc. These Credits must be paid in advance, in accordance with Article 9 of these Conditions of use.
- 8.2 If your Credits are all used up, you cannot make full use of the Services until you have purchased new Credits. Within your account, you will receive a notification when you log in.
- 8.3 The Credits do not have an end date.
- 8.4 Credits already purchased cannot be reimbursed, neither fully nor partly.

**ARTICLE 9. PRICES AND PAYMENT CONDITIONS**

- 9.1 All prices are exclusive of value added tax (VAT) and other charges (to be) imposed by the government. All prices quoted by ThreadStone Cyber Security are in Euros and all payments have to be done in Euros.
- 9.2 No rights or expectations can be derived from a cost estimate or quotation submitted by ThreadStone Cyber Security, unless the parties have agreed otherwise in writing.
- 9.3 Unless otherwise stated or agreed, an invoice will be sent for all amounts owed by you. You hereby agree to electronic invoicing. Unless explicitly agreed otherwise, ThreadStone Cyber Security, or its Partner, reserves the right to suspend the fulfilment of its obligations until you have paid the invoice in full.
- 9.4 Suspension of payment by you or set-off of the amounts due shall in all cases be excluded.
- 9.5 Any dispute as to the amount payable or the obligation to pay itself should be communicated to ThreadStone Cyber Security in writing within thirty (30) days after the invoice date, failing which the right to dispute the amount or obligation to pay or to recover amounts already paid will lapse.
- 9.6 ThreadStone Cyber Security may at any time amend the prices for the Services. If the change is an increase, ThreadStone Cyber Security will notify you by e-mail at least fourteen (14) days in advance. You then reserve the right to terminate the agreement free of charge from the date the increase takes effect.
- 9.7 If, according to the agreement concluded between the parties, you consist of several legal persons, each of those legal persons is jointly and severally bound to fulfil the agreement towards ThreadStone Cyber Security.
- 9.8 With respect to the performance of ThreadStone Cyber Security and the amounts payable by you, the data from the administrative records of ThreadStone Cyber Security provide sufficient proof, without prejudice to your right to provide proof to the contrary.
- 9.9 If you do not pay the amounts due or do not pay in time, you are, without a warning or notice of default being required, obliged to pay the statutory interest owed for commercial agreements on the outstanding amount. If you continue to be in default after a warning or notice of default, ThreadStone Cyber Security will pass the claim on for debt collection, in which case ThreadStone Cyber Security, in addition to the total amount owed, will also

be held to all judicial and extrajudicial costs, including fees of external experts. One thing and another does not affect the other statutory and contractual rights of ThreadStone Cyber Security.

**ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The intellectual property rights on the Services, the websites of ThreadStone Cyber Security, user manuals and other materials will at all times be vested in ThreadStone Cyber Security, its licensors or its suppliers.
- 10.2 You hereby acknowledge the intellectual property rights of ThreadStone Cyber Security and undertake to not contest the intellectual property rights of ThreadStone Cyber Security, nor to act in a way which may damage the intellectual property rights of ThreadStone Cyber Security, its licensors or its suppliers.
- 10.3 You will solely acquire the rights of use and powers explicitly granted to you in these Conditions of use, the agreement or otherwise, and in all other respects will not duplicate or publish any Services or other materials made available by ThreadStone Cyber Security. It is prohibited to remove or change any indications of copyright, brands, trade names or other intellectual property rights from the Services or other materials.
- 10.4 ThreadStone Cyber Security reserves the right to take technical measures to protect the Services or other materials. If ThreadStone Cyber Security has secured the Services or other materials by means of technical protection, it is prohibited to remove or evade these protections.
- 10.5 If you send information to ThreadStone Cyber Security, for instance feedback about a failure or a suggestion for improvement, ThreadStone Cyber Security will give you an unlimited and perpetual licence to use this information for the Services. This does not apply to information that you explicitly mark as confidential.

**ARTICLE 11. CONFIDENTIALITY**

- 11.1 ThreadStone Cyber Security will refrain from examining your personal e-mail and/or files and will not make them available to third parties, unless this is necessary for a proper fulfilment of the Service, ThreadStone Cyber Security is required to do so by Law, a statutory provision or a court ruling, or if you act or are suspected of acting in breach of Dutch Law, a statutory provision of these Conditions of use.
- 11.2 You and ThreadStone Cyber Security shall ensure that all data received from the other party which are known or reasonably should be known to be confidential shall remain secret. The confidentiality in any case comprises personal data, sensitive company, debtor, and file data and information relating to intellectual property rights. This prohibition shall not apply to ThreadStone Cyber Security if and insofar as the making available of the relevant data to a third party is necessary as a result of a court ruling, a statutory provision or for the proper fulfilment of the agreement by ThreadStone Cyber Security. The party receiving the confidential information will only use it for the purposes for which it has been provided. Data will in any case be considered to be confidential if it is denoted as such by one of the parties.
- 11.3 The confidentiality regarding the confidential data will remain in force after termination of the agreement.

**ARTICLE 12. LIMITED LIABILITY**

- 12.1 You are aware that the Services depend on a stable Internet connection at the location where you want to make use of the Services. ThreadStone Cyber Security cannot exert any influence on your Internet connection, network, equipment and/or other services/devices not supplied by ThreadStone Cyber Security. You are responsible for the maintenance of this Internet connection, network, equipment and/or other services/devices not supplied by ThreadStone Cyber Security.
- 12.2 The liability of ThreadStone Cyber Security for direct damage incurred by the user as a result of an attributable failure to fulfil its obligations under the agreement by ThreadStone Cyber Security, either by a wrongful act by ThreadStone Cyber Security, its employees or third parties engaged by ThreadStone Cyber Security, the liability is limited for each event of damage, where a series of related events counts as one event, to the total amount paid by you for the Services for a period of one (1) month preceding the act or acts causing the liability.
- 12.3 The direct damage is taken to include all damage consisting of:
  - a. Direct damage to tangible matters ("property damage");
  - b. Reasonable and demonstrable costs you incurred to urge ThreadStone Cyber Security to (again) properly fulfil the agreement;
  - c. Reasonable costs to establish the cause and scope of the damage insofar as it relates to the direct damage such as referred to here;
  - d. Reasonable and demonstrable costs you incurred to prevent or limit the direct damage such as referred to in this Article.
- 12.4 The liability of ThreadStone Cyber Security for indirect damage, including consequential damage, loss of earnings, lost savings, loss of (company) data and damage due to business interruptions, is excluded.
- 12.5 Apart from the cases referred to in this Article, ThreadStone Cyber Security does not accept any liability for damage, regardless of the basis on which a claim for damages would be based. The said limitations of liability referred to in this Article shall however lapse if and insofar as the damage is the result of gross negligence or wilful misconduct of ThreadStone Cyber Security.
- 12.6 The obligation of ThreadStone Cyber Security to compensate damage caused only exists if ThreadStone Cyber Security is notified of the damage in writing within fourteen (14) of the damage arising.

- 12.7 You indemnify ThreadStone Cyber Security against all claims by third parties in connection with the data you store and read using the Services, in particular (but not limited to) breaches of privacy rights within the meaning of the Data Protection Act.

**ARTICLE 13. FORCE MAJEURE**

- 13.1 No party can be held in default or held to fulfil the obligations under this agreement if he is prevented to do so by force majeure. Force majeure means a cause which is outside the reasonable control of a party and which cannot be prevented by reasonable attentiveness, including in any case disruptions or unavailability of the Internet, the telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, natural disasters, terrorism, riots, embargoes, acts by civil authorities or military authorities, rejection of or delays in the processing of applications for export licences, fire, floods, earthquakes, accidents, strikes, breach of contract by a third party or an oil crisis. Force majeure is also understood to mean force majeure on the part of prescribed suppliers of ThreadStone Cyber Security, as well as inadequacy of matters, materials, and programmes from third parties, the use of which is prescribed by you to ThreadStone Cyber Security.
- 13.2 If the force majeure is of a temporary nature, ThreadStone Cyber Security reserves the right to suspend the fulfilment of the agreement until the circumstances causing the force majeure no longer occur. ThreadStone Cyber Security reserves the right to claim payment for performances as part of the fulfilment of the respective agreements before the force majeure occurred.
- 13.3 If this period of force majeure lasts longer than two (2) months, each party reserves the right to terminate the agreement without any obligation to pay damages to the other party.

**ARTICLE 14. COMPLAINTS PROCEDURE**

- 14.1 Complaints about the Services can be communicated to ThreadStone Cyber Security. Complaints should be communicated (and clearly described) within a reasonable time after a defect has been identified. ThreadStone Cyber Security will try to respond to or resolve your complaint within 14 days after your notification.

**ARTICLE 15. EXIT SCHEME**

- 15.1 In the case of termination of the agreement, the parties may enter into consultations on the transfer of data stored by you. The above is at all times limited to the options offered by ThreadStone Cyber Security.
- 15.2 All work carried out by ThreadStone Cyber Security in connection with the preceding paragraph after termination of the agreement will be charged on the basis of actual costs at the prices applicable at that time.

**ARTICLE 16. OTHER PROVISIONS**

- 16.1 This agreement is governed by Dutch law.
- 16.2 All disputes arising under or in connection with the Conditions of use will be submitted to the competent Dutch court of the jurisdiction where ThreadStone Cyber Security has its registered office.
- 16.3 In these Conditions of use, "in writing" is meant to include communication by e-mail, fax or the Services, provided that the identity of the sender and the integrity of the content can be sufficiently established.
- 16.4 If any provisions of these Conditions of use appear to be null and void, this does not affect the validity of the rest of the Conditions of use. The parties will in that case established one or more new provisions in its or their place, as much as possible retaining the intention of the original provision.
- 16.5 The version of any communications (including logfiles) received or stored by ThreadStone Cyber Security is considered to be authentic and compelling proof, subject to proof to the contrary to be submitted by you.
- 16.6 ThreadStone Cyber Security reserves the right to transfer its rights and obligations under the Conditions of use to a third party who will take over the Services or the relevant business activities.

# ANNEX 1

## SERVICE LEVEL AGREEMENT

Please find the SLA for the Services of ThreadStone Cyber Security below. All services offered by ThreadStone Cyber Security are governed by this SLA, unless otherwise agreed in writing.

### ARTICLE 1. DEFINITIONS

In addition to the definitions as used in the Conditions of use, this SLA uses the following definitions, both in the singular as plural form.

- 1.1. **Availability:** The percentage of time during which the Services have been available for the End user during a certain period of time.
- 1.2. **End user:** The End user of the Services offered through a Reseller or directly by ThreadStone Cyber Security.
- 1.3. **Recovery time:** The time, measured by ThreadStone Cyber Security between notification of a failure to ThreadStone Cyber Security and notification that the failure is resolved by ThreadStone Cyber Security.
- 1.4. **Host:** Internet site, hardware or software that, by means of an IP address or URL, is connected to the public Internet. A Vulnerability Scan can be performed on a host.
- 1.5. **MTBF:** Mean time between failure: average duration of time between two failures.
- 1.6. **MTTR:** Mean time to repair: average recovery time.
- 1.7. **Maintenance:** Activities carried out by or on the orders of ThreadStone Cyber Security to its network, data centre and facilities.
- 1.8. **Response time:** The time period between the registration of a failure by ThreadStone Cyber Security and the actual start of the work by or on the orders of ThreadStone Cyber Security to resolve the failure.
- 1.9. **Reseller:** A party reselling the Services.
- 1.10. **Failure:** An interruption of the provision of Services as defined in Article 7.1 of this SLA.
- 1.11. **ThreadScan:** Secure Internet-based management and reporting tool which is made available to End users. The Reseller and End users can log in by means of a user name and password. The web interface allows the End users to view statistics, manage Vulnerabilities and manage different settings.
- 1.12. **Vulnerability:** Vulnerabilities in software or hardware enabling cyber criminals to break in digital.
- 1.13. **Vulnerability Scan:** Scan for Vulnerabilities on the Host specified by the End user.
- 1.14. **Working hours:** The hours on Monday to Friday between 9 am and 5 pm CET, excluding public holidays.

### ARTICLE 2. GENERAL

- 2.1. This SLA forms a part of the Conditions of use with regard to the provision of Services.
- 2.2. The SLA is governed by the Conditions of use. Where this SLA is contrary to those Conditions of use, the provisions in the Conditions of use prevail.

### ARTICLE 3. SERVICES

- 3.1. The provision of Services will take place in accordance with the Conditions of use.
- 3.2. The SLA solely refers to the availability of the Services of ThreadStone Cyber Security or the Reseller.

### ARTICLE 4. DELIVERY

- 4.1. ThreadStone Cyber Security endeavours to deliver the subscription within 2 hours after conclusion of an agreement with the End user.
- 4.2. ThreadStone Cyber Security reserves the right to postpone an application for up to fourteen (14) days after the conclusion of the agreement with the End user. This to guarantee over-capacity for the existing End users and to correctly deal with peaks in the ThreadScan platform, so that the processing time of the incoming Vulnerability Scans will not be compromised.
- 4.3. If a situation of force majeure occurs, as referred to in Article 13 of the Conditions of use, ThreadStone Cyber Security will inform the End user thereof as soon as possible.

### ARTICLE 5. AVAILABILITY AND MANAGEMENT

- 5.1. ThreadStone Cyber Security will monitor the ThreadScan platform 24 hours a day, 7 days a week.
- 5.2. The Services are designed in such a way that, applying redundancy and scalability, the Vulnerability Scans and the ThreadScan platform can be intelligently handled in the event of high volumes and peak volumes.
- 5.3. The ThreadScan platform consists of carefully selected hardware, housed in modern, reliable data centres.
- 5.4. ThreadStone Cyber Security aims to provide 100% availability of the full service.
- 5.5. ThreadStone Cyber Security aims to detect 100% of all known vulnerabilities worldwide.
- 5.6. ThreadStone Cyber Security aims to guarantee 0% loss of data.

### ARTICLE 6. MAINTENANCE

- 6.1. Planned maintenance causing a disruption of more than 5 minutes will be communicated to the End user via e-mail or the ThreadScan platform at least 48 hours in advance, with an indication of:
  - a. The start of the work;
  - b. The expected duration of the work;
  - c. The expected level of disruption.
- 6.2. Planned maintenance causing a disruption of more than 5 minutes will be planned between 7.30 pm and 7.00 am as much as possible.

**CHAPTER 7. FAILURES**

- 7.1. The End user will notify ThreadStone Cyber Security immediately of a Failure detected via the support phone number: +31 85 060 7000.
- 7.2. ThreadStone Cyber Security will inform the End user of the nature of the problem and the expected Recovery time within 60 minutes. If a Failure is communicated in another manner than referred to under Article 7.1, ThreadStone Cyber Security cannot be held to the provisions of this Article.
- 7.3. The End user agrees to assist to the best of his ability to resolve the Failure.
- 7.4. If the assistance referred to in the previous paragraph is not given, not through any fault of ThreadStone Cyber Security, the Recovery time will only commence at the moment the End user does give the necessary assistance.
- 7.5. ThreadStone Cyber Security will notify the End user as soon as possible if ThreadStone Cyber Security finds that the Failure does not relate to the Services as referred to in Article 3, or that the provisions established in Article 8 apply, and will provide all the information ThreadStone Cyber Security deems relevant with respect to the Failure. Any costs incurred by ThreadStone Cyber Security in such a case to investigate and if necessary resolve the Failure will be charged to the End user according to the prices applied by ThreadStone Cyber Security.
- 7.6. ThreadStone Cyber Security will notify the End user by telephone, e-mail or via the ThreadScan platform when the Failure has been resolved.
- 7.7. For feedback to the End user, ThreadStone Cyber Security requires the End user's valid contact details. The End user is responsible for providing correct and up-to-date contact details. If the contact details known to ThreadStone Cyber Security are incorrect as a result of an act or omission of the End user, or if the late feedback by ThreadStone Cyber Security on the Failure is caused by circumstances that cannot be attributed to ThreadStone Cyber Security, the attempt to that effect by ThreadStone Cyber Security will count as that moment of feedback.

**ARTICLE 8. EXCLUSION**

- 8.1. The End user cannot invoke this SLA if:
  - a. The Failure refers to Services not explicitly mentioned in Article 3 or Services not mutually agreed;
  - b. The Failure is attributable to the improper use and/or management by the End user, including incorrectly entered host names;
  - c. The Failure is caused by actions in breach of this SLA, the Conditions of use or any additional agreements;
  - d. A Force majeure occurs, as referred to in Article 13 of the Conditions of use.

**ARTICLE 9. RESPONSE AND RECOVERY TIMES**

- 9.1. The Failures, provided that they are suitable for further handling by ThreadStone Cyber Security, are classified as followed. The priority level is, based on the notification by the End user, determined in all reasonableness by the support assistant of ThreadStone Cyber Security, who deals with the Failure.

Priority	Description	Recovery time
1	Critical	Serious failure which causes full disruption of the services
2	Important	Failure which significantly disrupts or severely delays the services
3	Standard	Failure which has no or only a slight impact on the primary services
4	Information	Information request with regard to the services

- 9.2. The following table gives the ThreadStone Cyber Security duty to act in the event of Failures, for each priority level:

During working hours		
Priority	Response time	Recovery time
1	4 working hours	Reports are resolved within 1 working day

2	1 working day	Reports are resolved within 3 working days
3	3 working days	Reports are resolved within 5 working days
4	5 working days	N.A.

In derogation from the above diagram, ThreadStone Cyber Security reserves the right to postpone Priority Level 3 Failures to future releases of the Service. ThreadStone Cyber Security will take the consequences for the End users into account as much as possible, but is not liable to perform.

- 9.3. ThreadStone Cyber Security makes use of an escalation procedure, which comes into effect when a Failure cannot be resolved with a certain period of time (Recovery time). During this procedure, ThreadStone Cyber Security will take all reasonably available measures (including, if deemed necessary, calling in external technical engineers) to expedite the resolution of the Failure. During the escalation procedure, specific agreements on the resolution of the Failure will be made with the End user if necessary. During the escalation procedure, ThreadStone Cyber Security will keep the End user informed of the progress of the resolution of the Failure every working day.

**ARTICLE 10. PENALTY CLAUSE**

- 10.1. In the event that ThreadStone Cyber Security does not fulfil its obligations according to the Response or Recovery times referred to in Article 9 (Response and Recovery times) for Failures with a priority level of 1 or 2, ThreadStone Cyber Security will, for each hour a response or recovery fails to occur, pay a penalty which is equal to one-thirtieth of the monthly rate owed for the respective Service.
- 10.2. This penalty clause replaces any damages the End user could claim for non-fulfilment.
- 10.3. If the End user concludes that a penalty is owed, ThreadStone Cyber Security will be notified thereof in writing, and the amount due will be credited on the next invoice.
- 10.4. If the End user is of the opinion that a penalty is owed, while ThreadStone Cyber Security does not pay this penalty, the End user is obliged to submit a request to that effect in writing and provide proof on request.
- 10.5. Any amounts payable will never exceed the total amount due per month.
- 10.6. The aforementioned only applies if a Failure (Article 7) occurs and there is no explicit maintenance being carried out (Article 6) and the End user is not excluded from the Service (Article 8).

**ARTICLE 11. CONTACT**

- 11.1. ThreadStone Cyber Security will ensure that it can be reached by End users during Working hours to report Failures.
- 11.2. The End user has to ensure that he can be reached after reporting a Failure on the telephone number known to ThreadStone Cyber Security.
- 11.3. ThreadStone Cyber Security will not communicate with other persons than the known contact persons.