

RESELLER TERMS AND CONDITIONS

THREADSTONE CYBER SECURITY B.V.

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ARTICLE 1. DEFINITIONS

The terms in this Reseller Terms that are written with capital initials, both in the singular and plural, have the following meanings.

- 1.1. **Annex:** each annex to the Reseller Agreement. All Annexes constitute an integral part of the Reseller Agreement.
- 1.2. **Data:** all data processed using the Services, including personal data.
- 1.3. **Services:** the services provided by the Supplier via the Internet or any other network as a *Software-as-a-Service* and which can be purchased and resold by the Reseller to End Users, including *vulnerability scans*.
- 1.4. **End User:** any customer of the Reseller who is entitled to make use of the Services.
- 1.5. **Conditions of Use:** the conditions of use applicable to any use of the Services, added as Annex 1. The Conditions of Use shall also apply to any use of the Services by the Reseller, independent of the purposes for which the Services are applied or used.
- 1.6. **Intellectual Property Rights:** all rights of intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, and rights to know-how.
- 1.7. **Knowledge Base:** the database of documents and conditions available via the 'Contracts for my customers' and 'My contracts' in the Management Portal.
- 1.8. **Supplier:** the private company with limited liability ThreadStone Cyber Security, established in Delft and with offices in The Hague, registered with the Chamber of Commerce under file number 61426202.
- 1.9. **Management Portal:** the software which is used to create, manage and monitor the Services for the purposes of End Users.
- 1.10. **Order:** a request from the Reseller to the Supplier to increase the quantity of Services or the capacity of those Service for the purposes of concluding and fulfilling new agreements (subscriptions) with End Users.
- 1.11. **Price List:** a list stating the purchase prices of the Services, which is made available to the Reseller by the Supplier.
- 1.12. **Reseller:** the natural or legal person with whom the Supplier has concluded a Reseller Agreement. This term also includes to mean the person entering into negotiations on that agreement, as well as his representatives, authorised representatives, successors or heirs.
- 1.13. **Reseller Conditions:** the provisions of the present document.
- 1.14. **Reseller Agreement:** the agreement between the Supplier and the Reseller, including all Annexes, of which these Reseller Terms and Conditions at any time constitute an integral part.
- 1.15. **SLA:** the Service Level Agreement which contains the arrangement on the level, quality and the method of problem resolution with respect to the Service. added as Annex 3.

ARTICLE 2. APPOINTMENT AS RESELLER

- 2.1. The Supplier hereby grants Reseller the right to purchase the Services and resell the Services to End Users for its own account and risk.
- 2.2. The Supplier is not a party to the agreements between the Reseller and the End Users.
- 2.3. The Reseller does not have the exclusive right with respect to the (potential) group of End Users.
- 2.4. The Supplier reserves the right to cancel an Order, undo a connection or to discontinue the provision of services with regard to an End User if the Supplier considers this advisable on the basis of competition considerations.

ARTICLE 3. OBLIGATIONS OF THE SUPPLIER

- 3.1. The Supplier undertakes to provide the Services in accordance with these Reseller Terms and Conditions. The service level is in accordance with the SLA of the Supplier (see Annex 3), or other standards to be agreed upon in writing. The obligations are best-efforts obligations, unless a result obligation is explicitly stated, or if the nature of the provision implies that it cannot be interpreted otherwise than as a result obligation.
- 3.2. The Supplier will endeavour to warn the Reseller in time when the Supplier foresees that new Orders by the Reseller cannot be granted, and the Reseller can as a result not conclude or fulfil agreements with End Users.
- 3.3. The Supplier shall regularly inform the Reseller about matters relating to the Services which the Supplier considers to be relevant for the Reseller, such as technical developments, updates, patches, changes, etc.
- 3.4. The Supplier shall, at its own discretion, provide the Reseller with the necessary documentation, brochures, and other (marketing) material. At the request of the Reseller, the Supplier can, for a fee, also make the aforementioned information material available for the benefit of End Users.

- 3.5. The Supplier and the Reseller will consult regularly on the progress of the Reseller Agreement and all other relevant matters.

ARTICLE 4. OBLIGATIONS OF THE RESELLER

- 4.1. The amounts due by the Reseller for the Services will always be paid to the Supplier in full and in a timely manner and with due observance of the terms and conditions for payment as provided for in these Reseller Terms and Conditions.
- 4.2. The Reseller undertakes to promote, demonstrate, sell and support the Services in the best possible way. The Reseller will refrain from any action which damages or with any probability could damage the goodwill acquired by the Supplier and/or the scope of protection of the Intellectual Property Rights of the Supplier.
- 4.3. The Reseller will present itself under its own name and for its own account and risk when promoting, demonstrating, selling and supporting the Services. The Reseller may not represent itself as part, agent, or employee of the Supplier. The Reseller is only permitted to communicate in relation to End Users and third parties that it is a reseller of the Supplier with respect to the Services and what the legal scope of this relationship is.
- 4.4. The Reseller is not permitted to replace the logos, brand names, or other Intellectual Property Rights of the Supplier by its own logos, brand names or other Intellectual Property Rights.
- 4.5. The Reseller will always strictly observe its obligations toward its End Users as defined in the Conditions of Use.
- 4.6. The Reseller will offer its End Users a reasonable level of support for the use of the Services. The Supplier may, in consultation with the Reseller, formulate further guidelines for the interpretation of this level of support, which the Reseller will conform to.
- 4.7. In all cases of a malfunction reported to the Reseller which relates to a Service of the Supplier, the Reseller must immediately notify the Supplier and comply with each step the Supplier considers necessary to solve those problems.
- 4.8. The Reseller undertakes to provide (potential) End Users with honest and sincere advice on the Services. The Reseller should refrain from making claims regarding the Services which could be considered as misleading or difficult to prove.
- 4.9. The Reseller will, in the implementation of the Reseller Agreement, only deploy suitably qualified staff and shall ensure that each person acting under the authority of the Reseller has been sufficiently familiarised with the Services, the technological developments and competitive products and services in the market, in order to be able to correctly fulfil the Reseller Agreement.
- 4.10. The Reseller will ensure that it has sufficient documentation, brochures, and other (marketing) material, only to support and promote the Services to End Users. On termination of the Reseller Agreement, the Reseller will return all documentation, brochures, and other (marketing) material to the Supplier within five (5) working days, in accordance with the instructions given by the Supplier.

- 4.11. The Reseller will, in the provision of the Services, comply with all terms and conditions of the Supplier, as contained in the Knowledge Base, and all the relevant laws, rules and regulations, as well as the rules of behaviour generally accepted in the industry. The Reseller is obliged to resell the Services which, in form and content, are consistent with the regulations and commercial practices as applicable in the country of the Reseller. On a request from the Supplier, the Reseller shall provide the Supplier with all relevant information to that end.
- 4.12. On a request from the Supplier, the Reseller shall provide access in the way in which the Reseller carries out his activities under this Reseller Agreement.
- 4.13. The Reseller will comply with all recommendations and reasonable requests by the Supplier insofar as they relate to the fulfilment of the Reseller Agreement and an Order and do not infringe on the independence of the Reseller.
- 4.14. The Reseller will provide the Supplier with all relevant information necessary for the fulfilment of the Reseller Agreement.
- 4.15. If the Supplier provides the Reseller access to systems (such as the Management Portal), any action through the account is considered to take place under the responsibility and at the risk of the Reseller. In the event of a suspected abuse of an account, this must be reported to the Supplier as soon as possible, in order that the Supplier may take appropriate action. The Reseller is responsible for all persons who it grants access to the systems. The Reseller is responsible for the proper fulfilment of the obligations by those persons and is liable for all damage caused by errors by those persons as if it itself has made those errors.
- 4.16. The Reseller declares that the access data to the account of the Reseller will remain strictly confidential. The account is personal and not transferable.

ARTICLE 5. SUPPORT BY THE SUPPLIER

- 5.1. If, within its obligation to provide support of Article 4.6, the Reseller does not see a possibility to sufficiently help an End User, the Reseller will contact Supplier for second-line support. The Supplier shall only provide second-line support in cases where the Reseller is not reasonably capable of sufficiently support the End User.
- 5.2. If, in handling a support request, it becomes apparent that there is a failure of a Service, the Supplier shall endeavour to find a solution for the failure as soon as possible.
- 5.3. The Supplier shall not directly approach End Users of the Reseller when handling a support request, unless this is explicitly reported when the request is made, or specific arrangements have been agreed upon in addition to the Reseller Agreement.

ARTICLE 6. COMPENSATION

- 6.1. The Reseller shall pay the purchase price as defined in the Price List, which prices are based on the recommended retail prices of the Supplier.

- 6.2. The Reseller shall itself determine the sales price to End Users and will take into consideration the “*added value*” of its own products and services.
- 6.3. The Supplier offers the Reseller no warranty with regard to the level of revenue from the resale of the Services realised by the Reseller.
- 6.4. The Supplier at all times reserves the right to unilaterally change the content of the Price List or to limit and/or wholly or partially discontinue the sale of Services, without prior notice to the Reseller and without any liability to Reseller. The Reseller agrees with the aforementioned working method.

ARTICLE 7. ORDERS AND REPORTS

- 7.1. For the placing of orders, the Reseller will follow the processes of the Supplier and make use of the Management Portal, where the number of connected End Users and the number of current subscriptions can be viewed.
- 7.2. The results as reported in the Management Portal in accordance with the preceding paragraph will be binding, unless the Reseller can produce convincing evidence to the contrary.
- 7.3. In any agreement with End Users, the Reseller will make use of the Conditions of Use and other documentation provided by the Supplier. In the case the Reseller applies its own terms and conditions and/or agreements towards End Users, the Reseller warrants that these terms and conditions and/or agreements provide at least the same level of protection as the Conditions of Use and other documentation provided by the Supplier. The Reseller indemnifies the Supplier of all claims by third parties (including those by End Users) in this respect.
- 7.4. When concluding agreements with End Users, the Reseller should ensure the commencement date of the agreements is the same as the date on which they are entered in the Management Portal. The contract period is a period of twelve (12) months, which, in the absence of a written notice in good time before the end of the abovementioned period, with due observance of a notice period of three (3) months, will always be tacitly extended with the same period.
- 7.5. The Supplier reserves the right to request and inspect agreements concluded with End Users.

ARTICLE 8. BILLING AND PAYMENT

- 8.1. The Services must be paid by direct debit. The Reseller shall authorise the Supplier to collect these payments by means of the authorisation form made available. If the Reseller cannot comply with this requirement, the Supplier shall have the right to charge additional costs and invoice the Reseller in accordance with the following provisions.
- 8.2. The Supplier shall invoice the Reseller for all amounts due by the Reseller on the basis of this Reseller Agreement.
- 8.3. The payment term of an invoice is fourteen (14) days after the invoice date.
- 8.4. On expiry of fourteen (14) days after the invoice date, the Reseller who fails to pay shall be in default by operation of law without notice of default being required. If an amount due is not paid within the

payment term, the statutory interest will be payable on the outstanding amount of the invoice, without further notice of default by the Supplier being required.

- 8.5. If an amount due is not paid in time, in addition to the amount due and the interest on this amount, the Reseller is held to full compensation of both judicial and non-judicial collection costs, including the costs of lawyers, bailiffs and debt collection agencies.
- 8.6. Non-payment by End Users does not discharge the Reseller from any payment obligation towards the Supplier.
- 8.7. The claim for payment is immediately due and payable if the Reseller is declared bankrupt, has applied for a suspension of payment, if the Reseller loses the free disposal of all or part of its assets, the Reseller dies, and furthermore, if the Reseller is liquidated or dissolved.
- 8.8. In the above cases, the Supplier also reserves the right to at any time terminate or suspend implementation of this Reseller Agreement or any part thereof not yet carried out, without notice of default or judicial intervention being required and without being held to compensation of damage that may consequently be incurred by the Reseller.
- 8.9. The Supplier shall have the set off amounts to be paid against amounts to be received.

ARTICLE 9. LIABILITY AND FORCE MAJEURE

- 9.1. The Supplier cannot be held liable for damage, loss, claims by third parties, fines and/or costs, which have occurred in any way, and the Reseller indemnifies the Supplier for those damages, unless the Reseller can prove that the damages are caused by intent or deliberate recklessness on the part of the Supplier. Exceeding the delivery time, interruption of services or premature termination of an Order can never entitle the Reseller to compensation.
- 9.2. The Supplier cannot be held liable for errors on the part of the Reseller or End Users during the use of the Services.
- 9.3. The Reseller is liable towards the Supplier for all the information the Reseller presents using the Services and, more generally, the way in which the Service is used by Reseller or End Users. The Reseller indemnifies the Supplier of all claims by third parties (including those by End Users) in this respect.
- 9.4. The liability of the Supplier for indirect damage, including consequential damage, loss of earnings, lost savings, corruption or loss of (company) data and damage due to business interruptions, is excluded.
- 9.5. In the event that the Supplier can be held liable pursuant to this article, or in the case of damage otherwise provided for by the law, its liability shall be limited to the amount that the Supplier has received with respect to the Order which the damage arises from in the year prior to the damage.
- 9.6. At the request of the Supplier, the Reseller will address an End User who is in breach of the Conditions of Use or otherwise makes improper use of a Service. If legal action is necessary, it will in the first instance be up to the Reseller to take action. If the Reseller fails to do so, The Reseller is held to

transfer the claim towards the respective End User to the Supplier at the request of the Supplier.

- 9.7. The Reseller indemnifies the Supplier against claims by (potential) End Users and/or other third parties which are based on the failure of Services to meet promises made by the Reseller, as well as against any claims based on tort committed by the Reseller or its End Users using a Service.
- 9.8. In the event of force majeure, including in any case means breakdown or failure of the Internet, the telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power outages, domestic riots, mobilisation, war, congestion in transport, strikes, exclusion, company disorders, stagnation in the supply, fire, flooding, import and export barriers and in the event that the Supplier, for whatever reason, is prohibited to supply by its own suppliers, as a result of which fulfilment of the Reseller Agreement cannot reasonably be demanded of the Supplier, the execution of the Reseller Agreement will be suspended, or the Reseller Agreement will be terminated when the force majeure situation has lasted longer than ninety (90) days, all without any obligation to pay compensation.

ARTICLE 10. CONFIDENTIALITY

- 10.1. The Parties shall refrain from disclosing or using business secrets and other information of the other party which has been designated as confidential or which by their nature should reasonably be considered to be confidential for any purpose outside the scope of this Reseller Agreement.
- 10.2. All information regarding the execution of the Reseller Agreement and the Services is regarded as confidential information.
- 10.3. The Parties commit themselves to observe full secrecy towards third parties regarding all the provisions of this Reseller Agreement. The Parties also commit themselves to observe full secrecy regarding all information relating to the activities and organisation of the other party, except insofar as this information was already public without any actions on the part of the other Party.
- 10.4. If it is necessary for the execution of this Reseller Agreement that a party discloses any commercial and organisational information of the other party, this information will only be disclosed after consultation with and agreement of the other party.
- 10.5. On termination of this Reseller Agreement, for whatever reason, both parties will destroy all confidential information or, on request, return it to the owner of that information.

ARTICLE 11. DURATION AND TERMINATION

- 11.1. This Reseller Agreement comes into effect on the date on which the Reseller logs into account for the first time and agrees to the Reseller Terms and Conditions. The Reseller Agreement is entered into for a minimum period of twelve months, unless otherwise agreed in writing. Unless otherwise agreed in writing, the Reseller Agreement will, in the absence of a written notice in good time before the end of the abovementioned period, with due observance of a

notice period of three months, will always be tacitly extended with a period of twelve months.

- 11.2. This Reseller Agreement may also be terminated with immediate effect, without regard to any period of notice, if:
 - a. The other party is declared bankrupt;
 - b. The other party is granted a suspension of payment; or
 - c. The other party is dissolved or closed down.
- 11.3. Actions by the parties after the end of this Reseller Agreement cannot be interpreted as a tacit continuation of the Reseller Agreement.
- 11.4. At the end of this Reseller Agreement, the Reseller undertakes to either destroy all materials provided by the Supplier for the purpose of or in connection with this Reseller Agreement, such as Price Lists and promotional materials, or return it to the Supplier without delay, such at the discretion of the Supplier.
- 11.5. The termination or the full or partial dissolution of the Reseller Agreement does not discharge the Parties from their current obligations under the agreement, for example, Orders, confidentiality, competition, liability, intellectual property, applicable law and competent court.
- 11.6. If the Reseller is in default, including non-payment, the Supplier reserves the right to at any time terminate or suspend implementation of this Reseller Agreement or any part thereof not yet carried out, without notice of default or judicial intervention being required and without being held to compensation of damage that may consequently be incurred by the Reseller.
- 11.7. In the event of termination of the Reseller Agreement, the Supplier reserves the right to contact to End Users to continue the provision of Services to them. The Reseller will cooperate within the framework of such a transfer of agreements.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All Intellectual Property Rights on all Services, the Management Portal and all other materials (such as text, software, analyses, designs, documentation, recommendations, reports, offers), as well as preparatory material, developed, still to be developed or made available by the Supplier within the framework of this Reseller Agreement, shall be exclusively vested in the Supplier or its licensors.
- 12.2. Any use, reproduction or publication of the work referred to in the previous clause, which falls outside the scope of the Reseller Agreement or granted rights of use, shall constitute an infringement of copyright. In the event of a violation of the foregoing, the Reseller will forfeit an immediately due and payable penalty of EUR10,000 per violation and EUR1,000 per day that this violation continues, to the Supplier, without prejudice to the right of Supplier to claim damages for the violation or take other legal steps to put an end to the violation.

ARTICLE 13. NON-COMPETE CLAUSE

- 13.1. During the term of this Reseller Agreement, the Reseller will not develop products and services which are identical to or to a large extent correspond to the

Services of the Supplier, or use these for benchmark purposes. This includes the divulging to third parties of confidential information about the Services with the aim to be helpful to those third parties to develop competitive products and services.

- 13.2. In the event of a violation of the foregoing, the Reseller will forfeit an immediately due and payable penalty of EUR10,000 per violation and EUR1,000 per day that this violation continues, to the Supplier, without prejudice to the right of Supplier to claim damages for the violation or take other legal steps to put an end to the violation.

ARTICLE 14. PROVISION OF UPDATES

- 14.1. The Supplier reserves the right to adjust the Service or parts thereof in order to improve functionality and to correct mistakes. If such an adjustment results in a significant change in functionality, the Supplier shall endeavour to inform the Reseller of that fact. However, the Supplier shall have sole authorisation to decide on the adjustments.
- 14.2. The Supplier shall from time to time provide updates which can correct mistake or improve the functionality of the Service.
- 14.3. In the realisation of updates, the Supplier may depend on its suppliers. The Supplier reserves the right to not install certain corrections or updates from a supplier if, in its opinion, it does not benefit the correct functionality of the Service.

ARTICLE 15. PROCESSING OF PERSONAL DATA

- 15.1. The Reseller processes personal data for the use of the Services. Therefore, both the Reseller and the Supplier (as well as the End Users) fall under the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*, Wbp), which, according to the terminology used in that Law, the End Users are the 'Responsible Parties' and the Supplier and Reseller the '(Sub-)processors' of the data.
- 15.2. The Supplier shall, in accordance with the Sub-processing Agreement included in Annex 2, ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. This, however, is only applies if and insofar as the data are situated within the infrastructure of the Supplier.
- 15.3. The Supplier also warrants that any person acting under the authority of the Supplier, insofar as this person has access to personal data the responsible party is responsible for, only processes these data on behalf of the Supplier.
- 15.4. The Reseller warrants that they only process the Data via the Services in a lawful manner.
- 15.5. The Reseller is held to conclude the processing agreement with its End Users made available by the Supplier. If the Reseller fails to use this processing agreement with its End Users, or unlawfully processes data via the Services, the Reseller indemnifies the Supplier against all claims by third parties (including fines by supervisory bodies) that may be received by the Supplier in this respect.

ARTICLE 16. SALES TARGETS

- 16.1. The Reseller will make every effort to connect at least five (5) paying End Users within a period of twelve (12) consecutive calendar months after the conclusion of the Reseller Agreement.
- 16.2. To promote the sales targets as referred to in the preceding paragraph, the Supplier will provide a number of 'own-use' licences for the Services. Own-use licences are personal and not transferable and are to be used to familiarise the Reseller with the different Services. The parties which are connected by means of own-use licences are expressly not included in the calculation of the sales targets.
- 16.3. The progress in respect of the sales targets referred to in the preceding paragraph will be discussed at least once per quarter and will serve as a basis for the evaluation of the collaboration and for taking the next steps.
- 16.4. If the Reseller has not achieved the sales targets, the Supplier reserves the right (but is not obliged) to immediately terminate the Reseller Agreement, without notice of default or judicial intervention being required and without being held to pay compensation of damage that may consequently be incurred by the Reseller. All amounts outstanding up to the time of termination shall be immediately due and payable.

ARTICLE 17. OTHER PROVISIONS

- 17.1. This Reseller Agreement is governed by Dutch law.
- 17.2. Any disputes which cannot be settled amicably will be brought before the competent Dutch court in the district where the Supplier has its seat.
- 17.3. If any provisions of this Reseller Agreement appear to be null and void, this does not affect the validity of the rest of the Reseller Agreement. 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 Reseller Agreement.
- 17.4. The version of any type of communication received or stored by the Supplier is considered to be authentic and compelling proof, subject to proof to the contrary to be submitted by the Reseller.
- 17.5. In this Reseller Agreement, "in writing" is meant to include communication by e-mail, provided that the identity of the sender and the integrity of the content can be sufficiently established.
- 17.6. The parties may only transfer their rights and obligations under this Reseller Agreement to a third party Reseller with the prior written consent of the other party, except in the case of transfer of the whole undertaking or the relevant part thereof.
- 17.7. In the event of a contrariety between provisions in the Reseller Agreement, Annexes thereof or additional terms and conditions, the following order of precedence applies:
- Any additional terms and conditions;
 - The Reseller Agreement;
 - The Conditions of Use;
 - The Sub-processing Agreement;
 - The SLA;

- f. Any other Annexes to the Reseller Agreement,
in order of numbering.

ANNEX 1

CONDITIONS OF USE

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), relating to their contents and other matters, these 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 on 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: "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 on via the Service, is also that user. Everything that is done through 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 considers 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 into 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, 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 individual 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 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 malfunctions, 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, those 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 wherever 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 violates Dutch 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 share your name, address and other identifying information with 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 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 can also be purchased from third parties. 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 Services 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 error is caused as a result of improper or incorrect use of the Services by you, ThreadStone Cyber Security can charge the costs for solving the disruption or error 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 data 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 for your company has been filed;
 - b. You have made false statements, as referred to in Article, or are otherwise in breach of these Conditions of use; or
 - 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 budget 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 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 itself to pay an amount should be communicated to ThreadStone Cyber Security in writing within thirty (30) days after invoices, 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 or 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 carry out acts 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 you 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 an error 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, Thread Stone 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 the 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, Thread stone Cyber Security does not accept any liability for damages, 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 in the event that he is prevented to do so by force majeure. Force majeure means a cause which is outside the reasonable control of a party and cannot be prevented by reasonable attentiveness, including in any case disruptions or non-availability 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 Thread stone 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 2

SUB-PROCESSING AGREEMENT

This Sub-Processing Agreement constitute an integral part of the Reseller Agreement between the Reseller and the Supplier. All terms with capitalised initials shall have the meaning as defined in the Reseller Agreement, unless elsewhere in the Sub-Processing Agreement a meaning is ascribed.

The Reseller and Supplier take into consideration that:

- The Reseller concludes agreements with its customers, being the End Users, as a result of which the Reseller processes personal data for purposes of those same customers;
- The End Users (hereinafter referred to as 'Responsible parties') can be classed as 'Responsible party' [*verantwoordelijke*] within the meaning of Article 1 under d of the Dutch Personal Data Protection Act (hereinafter referred to as 'Wbp');
- There is a possibility that the Supplier, in the execution of the Reseller Agreement, processes personal data on the instructions of the Reseller;
- The Supplier is willing to do so and is also prepared to meet its obligations with regard to security and other aspects of the Wbp, insofar as they are within its power;
- Both the Reseller and Supplier are to be regarded as 'Processor' [*bewerker*] within the meaning of Article 1 under e of the Wbp;
- Where in this Sub-Processing Agreement, the term personal data is used, these data qualify as 'Personal data' [*persoonsgegevens*] within the meaning of Article 1 under a of the Wbp;
- The Reseller and Supplier, having regard to the requirements of Article 14 of the Wbp, wish to lay down their rights and obligations in writing by means of this Sub-Processing Agreement (hereinafter referred to as 'Sub-Processing Agreement');
- All references in this Sub-Processing Agreement to the provisions of the Wbp should, from 25 May 2018, be construed as references to the corresponding provisions of the General Data Protection Regulation [*Algemene Verordening Gegevensbescherming*],

And have agreed as follows:

ARTICLE 1. OBJECT OF THE PROCESSING

- 1.1. The Supplier undertakes to, under the terms of this Sub-Processing Agreement, process personal data on the orders of the Reseller. Processing will only take place insofar as is necessary for the execution of the Reseller Agreement.
- 1.2. The Supplier shall not process the personal data for any purpose other than as established by the Reseller. The Reseller will inform the Supplier of the object of the processing insofar as this is not evident from this Sub-Processing Agreement.
- 1.3. The Supplier does not make independent decisions on the processing of personal data for other purposes, including on the provision to third parties and the duration of the storage of data. The control over personal data provided to the Supplier in the framework of this Sub-Processing Agreement or other agreements between the parties at all times rest with the Responsible Party.

ARTICLE 2. OBLIGATIONS OF THE SUPPLIER

- 2.1. The Supplier shall, with regard to the processing operations referred to in Article 1, comply with the requirements of the Wbp with regard to the processing of personal data.
- 2.2. The Supplier shall, on request, inform the Reseller on the measures taken with regard to its obligations under this Sub-Processing Agreement and the Wbp.
- 2.3. The obligations of the Supplier arising from these Sub-Processing Agreement also apply to those parties who process personal data under the authority of the Supplier.

ARTICLE 3. TRANSFER OF PERSONAL DATA

- 3.1. The Supplier is authorised to process personal data in countries within the European Union. Transfer to countries outside the European Union is only permitted after approval by the Reseller and in compliance with the applicable laws and regulations.
- 3.2. The Supplier will, on request, inform the Reseller which country or countries are concerned.

ARTICLE 4. DISTRIBUTION OF RESPONSIBILITIES

- 4.1. The permitted processing operations must be carried out within an automated environment under the control of the Supplier.
- 4.2. The Supplier is responsible for the processing of the personal data under this Sub-Processing Agreement, in accordance with the instructions of the Reseller, regardless of the legal responsibility.
- 4.3. The Reseller warrants that the content and use of and the order to process personal data within the meaning of this Sub-Processing Agreement are not unlawful and do not infringe any rights of third parties. The Reseller also warrants that no special personal data are processed via the automated environment under the control of the Supplier.
- 4.4. Furthermore, the Reseller is responsible for the processing of personal data which it carries out itself and which the Supplier is not involved with.

ARTICLE 5. ENGAGEMENT OF THIRD PARTIES OR SUBCONTRACTORS

- 5.1. The Supplier may, within the framework of this Sub-Processing Agreement, engage a third party, without the prior consent of Reseller, under the condition that the Reseller may prohibit the engagement of third parties if there are reasonable grounds to justify such a prohibition.
- 5.2. The Supplier shall ensure that these third parties are bound by the same obligations in writing as are agreed between the Supplier and the Reseller.

ARTICLE 6. SECURITY

- 6.1. The Supplier will endeavour to take adequate and appropriate technical and organisational measures with regard to the processing of personal data to prevent loss or any form of unlawful processing (such as unauthorised inspection, corruption, alteration or disclosure of personal data).
- 6.2. The Supplier cannot warrant fully effective security under all conditions. The Supplier will endeavour to ensure that the security is of a level which, considering the state of the art, is not unreasonable for the sensitivity of the personal data and the costs of security.
- 6.3. The Reseller will only make personal data available to the Supplier for processing after being satisfied that the required security measures have been taken. The Reseller is responsible for compliance with the measures agreed by the parties.

ARTICLE 7. OBLIGATION TO NOTIFY IN THE EVENT OF DATA LEAKS

- 7.1. In the case of a security breach and/or data leak (which means a breach of the security of personal data that leads to a significant risk of adverse effects, or has adverse consequences, for the protection of personal data as referred to in Article 34a Paragraph 1 of the Wbp), relating to the personal data of the Responsible party, the Supplier shall inform the Reseller as soon as possible. The Supplier will endeavour to the best of its ability to ensure that the information provided is complete, correct and accurate.
- 7.2. If laws and/or regulations require, the Supplier will cooperate in the informing of the relevant authorities and/or stakeholders.
- 7.3. The obligation to notify shall in any case include reporting the fact that there has been a leak, as well as:
 - What the cause or alleged cause of the leak is;
 - What the consequences, either definitive or as far as known and/or foreseeable at this time, are;
 - What the solution or proposed solution is;
 - What measures have already been taken.

ARTICLE 8. HANDLING OF REQUESTS FROM PARTIES CONCERNED

- 8.1. In the event that a party concerned submits a request for inspection, as referred to in Article 35 Wbp, or correction, addition, alteration, removal or blocking, as referred to in Article 36 Wbp, to the Supplier, the Supplier will send this request to the Reseller and the Reseller will handle the request. The Supplier may inform the person concerned of this procedure.

ARTICLE 9. SECRECY AND CONFIDENTIALITY

- 9.1. All personal data received and/or collected by the Supplier of Reseller in the framework of this Sub-Processing Agreement are subject to a duty of confidentiality toward third parties.
- 9.2. This duty of confidentiality shall not apply insofar as the Reseller has given explicit consent to disclose the information to third parties if disclosure of the information to third parties is logically necessary in view of the nature of the assignment and the implementation of this Sub-Processing Agreement, or if there is a legal obligation to disclose the information to a third party.

ARTICLE 10. DURATION AND TERMINATION

- 10.1. This Sub-Processing Agreement will continue for the duration of the Reseller Agreement and in the absence thereof for the duration of the cooperation.
- 10.2. The Sub-Processing Agreement may not be terminated before the end of the term.
- 10.3. The parties may only terminate this Sub-Processing Agreement in writing and by mutual agreement.

- 10.4. The parties shall offer their full cooperation to adapt this Sub-Processing Agreement to make it suitable for and compliant with any new privacy legislation.
- 10.5. As soon as this Sub-Processing Agreement, for any reason and in any manner whatsoever, has ended, the Sub-Processor will return all the personal data in its original or copied form returns to the Processor, and then destroy this and any copies thereof.

ARTICLE 11. OTHER PROVISIONS

- 11.1. The Sub-Processing Agreement and the execution thereof shall be governed by Dutch law.
- 11.2. All disputes which may arise between the parties in connection with the Sub-Processing Agreement will be brought before the competent Dutch court in the district where the Supplier has its seat.

ANNEX 3

SERVICE LEVEL AGREEMENT

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

ARTICLE 1. DEFINITIONS

In addition to the definitions as used in the Reseller Terms and Conditions, 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 Distributor, Reseller and End User during a certain period of time.
- 1.2. **Recovery time:** The time, measured by the Supplier, between notification of a Failure to the Supplier and notification that the failure is resolved by the Supplier.
- 1.3. **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.
- 1.4. **MTBF:** Mean time between failure: average duration of time between two failures.
- 1.5. **MTTR:** Mean time to repair: average recovery time.
- 1.6. **Maintenance:** Activities carried out by or on the orders of the Supplier to its network, data centre and facilities.
- 1.7. **Response time:** The time period between the registration of a failure with the Supplier and the actual start of the work by or on the orders of the Supplier to resolve the failure.
- 1.8. **Failure:** An interruption of the provision of Services as defined in Article 7 of this SLA.
- 1.9. **ThreadScan:** Secure Internet-based management and reporting tool which is made available to the Distributor, Reseller and End Users. The Distributor, Reseller and End Users can log in by means of a user name and password. The web interface allows the Distributor, Reseller and End Users to view statistics, manage Vulnerabilities and manage different settings.
- 1.10. **Vulnerability:** Vulnerabilities in software or hardware enabling cyber criminals to break in digital.
- 1.11. **Vulnerability Scan:** Scan for Vulnerabilities on the Host specified by the End User.
- 1.12. **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 constitutes a part of the Reseller Agreement with regard to the provision of Services.
- 2.2. The SLA is governed by the Reseller Terms and Conditions. Where this SLA is contrary to those Reseller Terms and Conditions, the provisions in the Reseller Terms and Conditions prevail.

ARTICLE 3. SERVICES

- 3.1. The provision of Services will take place in accordance with the Reseller Agreement.
- 3.2. The SLA solely refers to the availability of the Services of the Supplier.

ARTICLE 4. DELIVERY

- 4.1. The Supplier endeavours to deliver the subscription package within 2 hours after conclusion of an agreement with the End User.
- 4.2. The Supplier 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 9 of the Reseller Terms and Conditions, the Supplier will inform the Reseller thereof as soon as possible.

ARTICLE 5. AVAILABILITY AND MANAGEMENT

- 5.1. The Supplier 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. The Supplier aims to provide 100% availability of the full service.
- 5.5. The Supplier aims to detect 100% of all known Vulnerabilities worldwide.
- 5.6. The Supplier 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 Reseller and 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.

ARTICLE 7. FAILURES

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

ARTICLE 8. EXCLUSION

- 8.1. The Reseller 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 Reseller or End User, including incorrectly entered host names;
 - c. The Failure is caused by actions in breach of this SLA, the Reseller Agreement, the Reseller Terms and Conditions or any additional agreements;
 - d. A force majeure occurs, as referred to in Article 9 of the Reseller Terms and Conditions.

ARTICLE 9. RESPONSE AND RECOVERY TIMES

- 9.1. The Failures, provided that they are suitable for further handling by the Supplier, are classified as followed. The priority level is, based on the notification by the Reseller, determined in all reasonableness by the support assistant of the Supplier, who handles 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 duty to act on the part of the Supplier 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, the Supplier reserves the right to postpone Priority Level 3 Failures to future releases of the Service. The Supplier will take the consequences for the Reseller into account as much as possible, but is not liable to perform.

- 9.3. The Supplier 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, the Supplier will take all reasonably available measures (including, if considered necessary, 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 Reseller if necessary. During the escalation procedure, the Supplier will keep the Reseller informed about the progress of the resolution of the Failure every working day.

ARTICLE 10. PENALTY CLAUSE

- 10.1. In the event that the Supplier 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, the Supplier 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 Reseller could claim for non-fulfilment.
- 10.3. If the Reseller concludes that a penalty is owed, the Supplier will be notified thereof in writing, and the amount due will be credited on the next invoice.
- 10.4. If the Reseller is of the opinion that a penalty is owed, while the Supplier does not pay this penalty, the Reseller 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 there is no exclusion from the Service (Article 8).

ARTICLE 11. CONTACT

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