

# OUTPOST24'S END USER LICENSE AGREEMENT FOR PRODUCTS AND SERVICES USED IN EUROPE, AFRICA, THE MIDDLE EAST AND ASIA

## 1. Definitions

**Agreement:** These License Terms and Conditions as well as the Service and Product Description.

**Applicable Currency:** The currency in which the Fees are expressed in the Service and Product Description.

**As Is:** The delivery of the Services where no expressed or implied warranty is provided.

**Business Days:** A day (other than a Saturday, Sunday or public holiday) when banks in Sweden are open for business.

**Confidential Information:** All data and information concerning the parties' organization, commercial, financial, marketing, technical or other information, know-how or trade secrets, customers, procedures, the Services (including specifications and other documentation), etc. in any form or medium of which they become aware while working with each other.

**Customer:** Means the legal entity that signs this Agreement.

**Expiration Date:** The expiration date of the Agreement as stated in the Service and Product Description, or if such date has not been stated in the Service Description, one year from entering into this Agreement.

**Fees:** Service Fees, Subscription Fee and any other costs and expenses payable by the Customer to O24 via an O24 partner.

**Intellectual Property Rights:** All intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, Confidential Information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**Participant:** The natural person being an employee at the Customer.

**Product:** A license to use Assure, MVP, Snapshot, Elastic Detector, Elastic Workload Protector, HIAB, SWAT, Appsec Scale, OUTSCAN OUTSCAN PCI and the platform for training services in accordance with this Agreement.

**Services:** Professional Services, Installation Services, training services and Managed Services provided (if any) by O24 as set out in the Service and Product Description.

**Service and Product Description:** The Service and Product Description defines/describes the Services to be rendered and Product to be licensed and will be stated in the quotation or license agreement as applicable and/or the statement of work (applicable for Services).

**Service Fee:** All fees payable by the Customer to O24 via an O24 partner for Services rendered as set out in the Services and Product Description.

**O24:** Means Outpost24 AB and fully owned subsidiaries.

## 2. User Right and Customer Support

**2.1.** During the term Customer is granted a non-exclusive, non-sub licensable and non-assignable user right to the Product and any information provided by Outpost24 AB ("O24") in relation to the Product (the "Information"). Unless agreed in writing by O24, Customer has no right to wholly or partially copy the Product or grant a third party any right to use the Product or the Information.

**2.2.** Customer shall not through this Agreement acquire any property rights whatsoever in the Product or the Information, and undertakes not to challenge or claim any right to the Product or the Information or any other intellectual proprietary rights of O24.

**2.3.** O24 shall during the term of this Agreement provide Customer with customer support regarding to the Product, provided such support is agreed upon in the Agreement. Customer support will be provided by means of the O24 customer support portal and through information made available on O24's website. The severity level of the ticket, is determined by the support level defined in the Outpost24 Support Level Agreement. In case of disagreement between Customer and O24 concerning severity level for a specific support ticket, O24 shall have the final saying. A requirement for O24 to be able to provide customer service to Customer is that Customer grants O24 access to the Products Customer has purchased a license to. Without access granted by Customer, O24 cannot provide the requested customer support and hence not be responsible or liable for any potential defects or configurations related to the Products.

**2.4.** Customer is to determine the proper use of the Product and accepts all responsibility for the suitability, usefulness and fitness for a particular purpose of the Information and for the use of the Product. O24's responsibility and/or liability shall at all times be subject to the limitations set forth in this Agreement.

**2.5.** Any license for pool of scans for any Product purchased is valid for twelve (12) months only. Any unused scans cannot be transferred to renewal license periods, future license periods or refunded by O24 to

Customer.

**2.6.** Outpost24 Lifecycle Policy. The Product and/or Services remain in support if the following criteria are met: 1) Customer have a valid Agreement to use the Product and/or Service with O24 or its partners, and 2) Customer must stay current as specified in clause 2.7.

**2.7.** Change notification. Changes for the Product and Services may be more or less frequent and require Customer to be alert for forthcoming modifications to their Product and/or Services. Unless otherwise noted, O24's will provide a minimum of thirty (30) days' written notification when Customer is required to take action to upgrade in order to avoid significant degradation to the normal use of the Product or Service. O24 releases new features on an approximately quarterly basis (every three (3) months.) Customer must accept upgrades within ninety (90) days of the release of such upgrades so Customer remains no more than one (1) released version behind current version at any time in order to be eligible for customer support by O24. All updates will be made available to Customer free of charge during the license period.

**2.8.** O24 will provide a minimum of twelve (12) months' notification prior to ending support if no successor Product or Service is offered—excluding free services or preview releases.

**2.9. (For training services only):** Customer receives access to the Product with an access code to the purchased course. The access code will be active for one (1) year or until the course has been completed by the Participant whichever is the shortest period. Hereafter the access code will no longer be valid and Customer will have to renew course access rights through purchasing the course again, if the Customer would still like to take the course. Certifications are valid for one (1) year and must be renewed within one (1) year after completion to uphold status of Outpost24 Certified.

**2.10. (For Snapshot only):** The Customer may not request that more than 10% of the total Snapshot engagements are used per month.

### 3. Services

**3.1.** O24 will provide the Services such as implementation services, support services, automated and manual monitoring, alert services, penetration testing, scenario-based testing, conduct analysis and provide reports to the extent and detail levels and subject to the Fees specified in the Service and Product Description.

**3.2.** Should the Services include implementation services, O24 will use its reasonable endeavours to deliver the Services at the latest on the date of delivery as specified in the Service and Product Description.

**3.3.** In those cases where the use of cloud-based Services entails harm or risk of harm to O24, O24 is entitled to cut off or limit the Customer's, or certain users' affiliated with the Customer, access to the Service. O24 may, in doing so, not take any other action than is justifiable in the circumstances. The Customer shall be notified about the limitation of access to the Service as soon as

possible.

**3.4.** To the extent specified in the Service Description, customer support will be provided to the Customer by means of the O24 customer support portal and through information made available on O24's website.

**3.5.** If the Services are specified to be provided by named or otherwise specified O24 staff member, O24 may still substitute staff at its discretion; in such circumstances, it will endeavour to give reasonable notice, and to provide equivalent replacement staff whom the Customer will be given the opportunity to approve. Further, O24 periodic staff training and annual holidays may lead to staff being absent from assignments for short periods. O24 will endeavour to avoid any disruption to the progress of the assignment.

**3.6.** The Parties shall, as soon as possible, inform each other of any and all relevant circumstances and events, such as modifications, problems, delays and other matters which may be of significance for provision of the Services. Any required follow-up in relation to the Services is done by e-mail or telephone, unless otherwise agreed.

**3.7.** O24 retains copyright in all material, including inter alia source code developed by O24 for the Customer, project specifications and reports provided to the Customer.

**3.8.** The Customer must inform O24 in writing in the applicable Service Description about any particular data and/or statistics that O24 should include in a report. If this has not been included in the applicable Service Description, O24 will include the data that O24 finds relevant and no other data will be collected.

### 4. Fees and Payment

**4.1.** The Subscription Fee (as defined in the Agreement) will be invoiced to the applicable O24 partner prior to the beginning of the term of the Agreement.

**4.2.** In the event of failure by Customer to pay an invoice due, O24 has the right to immediately terminate the Agreement by a written notice or notice by email.

**4.3.** Unless otherwise agreed, Service Fees are based on the time spent by O24 staff on an assignment at the notified Service Fee rates for the staff concerned. O24 can without notice to the Customer, increase the Fee with the Swedish consumer price index upon auto renewal of the Agreement in accordance with clause 11.2.

**4.4.** Expenses incurred on report production, travel and subsistence, and on goods and services purchased on the Customer's behalf, are charged at cost. For travel, the firm's standard policies apply to first class rail and economy class air travel within the country the O24 employee is stationed and club class or equivalent for overseas travel.

**4.5.** Service Fees are based on a standard day of 7.5 hours and a five-day week, excluding public holidays. Where overtime is required, additional hours will be charged at the notified fee rate.

**4.6.** After any Professional Services project has been scheduled and agreed by the Customer and O24, if the Customer needs to postpone or reschedule the applicable

project, this must be done at least seven (7) days in advance and no penalty will then be charged. In the event the Customer postpones or reschedules the applicable project within seven (7) days of the starting date, 100% of the week's project cost will be charged to a maximum five (5) billing days. In the event of full cancellation of the applicable project after receipt of signed agreement no refund shall be provided. Customer must provide O24 with the minimum required data for Professional Service delivery for the applicable project, minimum five (5) days before the agreed upon project start date, or the applicable project will be cancelled by O24, and no refunds will be made.

**4.7.** O24 will not compensate the customer for any delays due to issues on the Customer's side when performing Services and the Customer will in this case be invoiced for the entire length of the project even if testing cannot be performed parts of the time.

## 5. Intellectual Property

**5.1.** If any infringement of the Intellectual Property Rights of O24 comes to the notice of Customer, Customer shall promptly notify O24 in writing to legal@outpost24.com. O24 shall solely decide upon the actions to be taken in connection with such possible infringements.

**5.2.** Customer shall promptly inform O24 in the event Customer becomes aware that the Product or Services are claimed to make infringement on any third party Intellectual Property Rights. O24 shall solely decide upon the actions to be taken in connection with such possible claims for infringement. O24 shall not be liable to Customer for any damages resulting from any such third-party infringement claim.

**5.3.** Save as otherwise set out in the Service and Product Description, the Customer acknowledges that all Intellectual Property Rights in the delivery of the Services and Products and any modifications belong and shall belong to O24, and the Customer shall have no rights in or to the delivery of the Services and Products other than the right to use it in accordance with the terms of this Agreement.

## 6. Secrecy

**6.1.** Any information relating to the Product, Services and O24 received by Customer shall be treated as strictly confidential by Customer and Customer shall not, without prior written consent of O24, communicate the information in any form to any third party. Should Customer, or a contact appointed by Customer to which the information is sent, in violation of this secrecy obligation reveal Confidential Information to a third party, Customer shall pay a penalty to O24 amounting to contract value for each violation or such higher amount, as represents the damages incurred to O24.

**6.2.** O24 shall at all times keep confidential and not divulge to anyone, other than authorized employees and representatives of O24 and Customer, any Confidential

Information received by O24 from Customer in pursuance of this Agreement. Furthermore, O24 undertakes to keep confidential any and all vulnerabilities discovered in Customer's systems and not, without prior written consent of Customer, disclose such vulnerabilities to a third party.

**6.3.** Virus descriptions, vulnerability definitions and vulnerability reports, as the case may be, are made accessible to Customer via a secure login mechanism on O24's website. Customer is responsible for ensuring that it does not divulge its user-id or password to any unauthorized third party, and for choosing sufficiently secure user-id and password combinations. O24 holds no responsibility for technical impact beyond its control, including those caused by third party software not under the control of O24.

**6.4.** The secrecy obligation hereunder shall subsist during the term of this Agreement as well as a period of three (3) years thereafter.

## 7. Requirements Customer

**7.1.** The Customer is required to follow all instructions given by O24 regarding the use of the Products and Services.

**7.2.** The Customer shall grant O24 access to documents, data, servers, equipment, web applications, mobile applications and premises ("Customer Equipment") and allow O24 to monitor/scan such Customer Equipment from external and/or internal locations to the extent necessary for provision of the Products and Services and to process and generate back-ups of information/logs generated by the Customer's use of the Products and Services. Moreover, the Customer shall provide O24 with correct information and documentation, and shall inform O24 of decisions in respect of the Customer's business to the extent necessary to enable O24 to perform its undertakings in accordance with this Agreement. If permission for O24 to perform Services on Customer Equipment or for O24 to get access to Customer Equipment requires permission from a third party, it is the responsibility of the Customer to obtain such a permission in writing before O24 can start performing any Services.

**7.3.** Some Product and Services may involve activities that could be considered acts or preparation to, inter alia, damage of property and trespassing, such as penetration testing or port scanning. The Customer therefore gives its consent to O24 and its subcontractors to conduct such activities towards equipment used by the Customer, however, only to the extent necessary to provide such Product and Services. Should the affected equipment be owned, controlled or hosted by a third party, the Customer is responsible to obtain consent from the affected third party to conduct such Services. Further, it is the responsibility of the Customer to have a backup in place before Services are performed and the Customer must be aware that systems can be effected when performing Services, hence O24 recommends not to perform Services on productivity environments.

**7.4.** Vulnerability definitions and vulnerability reports, as

the case may be, are made accessible to Customer, to the extent stipulated in the Service and Product Description, via a secure login mechanism on O24's website via the platform "Outscan". Customer is responsible for ensuring that it does not divulge its user-id or password to any unauthorized third party, and for choosing sufficiently secure user-id and password combinations. O24 shall not be responsible for any introduction to the Customer's systems of any viruses, time bombs, trap doors or other malicious code, the introduction of which is beyond the control of O24.

**7.5.** The Customer will not offer employment to any member of O24 staff working on an assignment for the Customer; nor will the Customer use the services of any such member of O24 staff as a consultant, either independently or via a third party, for a period of six months following the end of any involvement by the individual concerned with any assignment for the Customer. Breach of this condition will render the Customer liable to pay liquidated damages equal to the last four months' Fees at the notified rate for the consultant concerned.

## 8. Limitation of Liability

**8.1.** O24 expressly disclaims all warranties, expressed or implied, with regard to the Product and Services including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. Neither O24 nor any of its third party service providers, licensors, agents, officers, directors or employees shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from cancellation and/or re-booking of training services, where the Participant leaves the Customer as an employee and the Participant holds the status of being Outpost24 Certified, the use of the Information provided or access to the web site and the customer service provided in accordance with the terms and conditions of this Agreement, or the inability to access or use such web site, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages. The Customer shall indemnify and hold O24 harmless for any physical damages to any persons or property caused by any Participant.

**8.2.** O24 shall not, under any circumstances, be liable for damages, which at the time of this Agreement could not have been reasonable foreseen or taken into account by O24. In no event shall O24 be liable for damages exceeding an amount corresponding to the latest annual Fee paid by Customer to O24.

**8.3.** The Customer will ensure that any third party host has been informed of the testing and the performance or stability issues, the testing may incur. The Customer will indemnify Outpost24 for any claim, made by any third party hosting site.

**8.4.** All dates supplied by O24 for the delivery of the Services shall be treated as approximate only. O24 shall not in any circumstances be liable for any loss or damage

arising from any delay in delivery beyond such approximate dates.

**8.5.** All references to "O24" in this clause 8 shall, for the avoidance of doubt be treated as including all employees, subcontractors and suppliers of O24 and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

**8.6.** O24 will not accept any liability to any third party for reports, advice or services irrespective whether any disclosure or provision to such third party is permitted or not.

**8.7.** Should several Outpost24 group companies participate in an assignment, none of the O24 group companies other than O24 shall have any liability to the Customer, or any other entity, in connection with this engagement. The Customer will not bring any action against any of the Outpost24 group companies, except O24, in conjunction with this Agreement.

**8.8.** The Outpost24 group companies may (individually or collectively) in their own right enforce the provisions of this agreement, which refers to the O24.

**8.9.** The Customer agrees that they have fully considered the provisions of this section and all the other provisions of this engagement and that they are reasonable in the light of all the factors relating to this engagement.

## 9. Warranty Disclaimer

**9.1.** Save as otherwise provided in this Agreement, the Product and Services are made available As Is only and without any warranty or indemnity of any kind and O24 makes no warranties, conditions, indemnities, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters, including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, satisfactory quality, merchantability, fitness for any particular purpose or that all vulnerabilities will be found.

**9.2.** The Customer accepts all risks and responsibility for the use of the Product and Services to achieve an intended result, and for the suitability of, use of, results obtained from and fitness for a particular purpose of the Product and Services.

**9.3.** O24 does not warrant that the telephone lines, the Internet and/or other networks will offer optimal access as it depends on third party telecommunication providers for the use and/or provision of the connection.

## 10. Force Majeure

**10.1.** The parties shall not be responsible for delays or failures to perform by reason of circumstances outside its responsible control, including, without limitation, changes in laws and regulations or in the interpretation thereof, acts of authorities, war, labour disputes, blockades, major accidents and currency restrictions. Both parties shall be entitled to immediately terminate this Agreement in writing should, due to an event of force majeure, the performance of a certain obligation be delayed for more than three (3) months.

## 11. Term and Termination

**11.1.** Proposals presented by O24 to the Customer are valid for 30 days from the date of issue, unless otherwise indicated.

**11.2.** Termination of the Agreement requires a written notice of termination at least thirty (30) days in advance of the Expiration Date. If the agreement is not so terminated it is automatically prolonged for additional periods of same length as defined in the Agreement until terminated by either party by written notice at least thirty (30) days in advance before the expiration of any such additional period. Any notice of termination by Customer to O24 shall contain the password, if relevant, for Customer's account.

**11.3.** Without prejudice to any other remedy either party may have against the other party for breach or non-performance of this Agreement, each party shall have the right to immediately terminate this Agreement by giving the other party written notice thereof if (i) the other party should violate any of the provisions of this Agreement, and fail to discontinue and make good such violation within thirty (30) days after receipt of notice in writing from the complaining party, or (ii) if the other party would enter into compulsory liquidation or become bankrupt or insolvent or make a composition with its creditors, or if a receiver would be appointed for substantially all of the business of that party.

**11.4.** In case the Customer terminates the Agreement, the Subscription Fee will only be refunded due to serious interruption of the Product or Service, for which O24 is responsible. A refund shall in that event only amount to the remaining value of the paid Fee.

**11.5.** Upon termination of the Agreement, Customer's right to use the Product or Service shall immediately cease. Should Customer continue to use the Product or Service after termination of the Agreement, Customer shall pay a penalty to O24 amounting to the monthly Subscription Fee for each week the Product or Service is used after termination of the Agreement, however in no event less than EUR 1,000 for each week.

**11.6.** Should the Service and Product Description include any PCI related services, the Customer shall have the right to terminate this Agreement immediately on notice if O24 ceases to be a PCI Approved Scanning Vendor.

**11.7.** After the Agreement has been ended, for any reason, the Customer can no longer derive any rights from the Agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the end of the Agreement.

**11.8.** O24 shall not be required to assist in the transfer of operations from O24 to another company designated by the Customer.

## 12. Data Protection.

**12.1.** O24 and Customer agree to comply with all applicable data protection legislations and regulations. The EU Data Protection Directive 95/46/EC (the "Directive"), and the EU General Data Protection Regulation 2016/679 ("GDPR") which replaces the

Directive as from May 25, 2018, require a written agreement between a controller and a processor in order to allow the processing of Personal Data by the processor on behalf of the controller. Therefore, if Customer purchases a license for Outscan or SWAT and is covered by the GDP, Customer must also sign the Outpost24 data processor agreement, which is available at [www.outpost24.com/legal](http://www.outpost24.com/legal).

## 13. Miscellaneous

**13.1.** Customer shall not have the right to assign any right or obligation under this Agreement without prior written consent of O24. O24 shall have the right to assign rights and obligations under this Agreement to third parties without prior consent of Customer.

**13.2.** Amendments, modifications and alterations to this Agreement shall be made in writing signed by both parties.

**13.3.** All correspondence and notifications pursuant to this Agreement, shall be communicated to the addresses and contact persons set forth in this Agreement, or to such address and/or contact person that O24 or Customer, as the case may be, shall specify in writing to the other party. All communication between O24 and Customer shall be in English, unless otherwise agreed. All notices to O24 shall be sent to [legal@outpost24.com](mailto:legal@outpost24.com) unless it is a termination of the Agreement, which shall be sent to [termination@outpost24.com](mailto:termination@outpost24.com).

**13.4.** If any party should at any time waive its rights due to a breach or default by the other party of any of the provisions of this Agreement, such waiver shall not be construed as a waiver regarding other breaches or defaults of the same or other provisions of this Agreement.

**13.5.** This Agreement sets forth the entire agreement between the parties hereto and annuls and replaces any other agreement or understanding whether written or oral which may have existed between O24 and Customer with respect to the subject matter hereof.

**13.6.** Customer warrants that it is a validly organized legal entity or a physical person of legal age, and has full authority to enter into this Agreement in accordance with the laws of its state of domicile.

**13.7.** O24 automatically collects usage and performance data from the Product. This data will be used to provide and improve O24's products and services and enhance the user experience of the Products. Additional data gathering for statistical purposes not identifiable to individual systems or customers may be used after customer acceptance for participation in such a program.

## 14. Applicable Law and Arbitration

**14.1.** This Agreement shall be governed by and construed in accordance with the laws of Sweden, without giving effect to the choice of law principles thereof or the sale of goods act (Sw: köplagen).

**14.2.** Any dispute, controversy or claim arising out of or in connection with this Agreement, shall be finally settled by one single arbitrator in accordance with the



Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of the arbitration shall be Malmö, Sweden. The language to be used in the proceedings shall be English.

**14.3.** Notwithstanding Section 9.2 above, O24 shall, in its sole discretion, be entitled to bring any action against Customer at any competent court in any matter relating to the protection of O24's intellectual property rights or relating to the collection of any payment from Customer.

**Customer**

Customer full legal name

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Date

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Name in Printed Letters

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Title

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Signature

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**Outpost24 AB**

Date

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Name in Printed Letters

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Title

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Signature

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