



OUTPOST24's GENERAL CONDITIONS FOR PRODUCTS AND SERVICES SOLD IN GERMANY, AUSTRIA AND SWITZERLAND

1. Definitions

Agreement: These License Terms and Conditions, the respective Service and Product Description and the quote, agreed between the parties in writing.

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

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 as agreed between the parties in writing.

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 for Services rendered as agreed between the parties in writing.



Subscription Fee: All Fees payable by the Customer to O24 for the use of a Product on an annual basis as agreed between the parties in writing.

O24: Means Outpost24 AB.

O24 Group: Means Outpost 24 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 O24 in relation to the Product (the "Information"). Unless agreed in writing by O24, Customer has no right to wholly or partially copy or modify 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 Property Rights of O24. O24 retains copyright in all material, including inter alia source code developed by O24 to deliver Services for the Customer, project specifications and reports provided to the Customer.

2.3. 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.

2.4. 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.

2.5. 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 2.6.

2.6. 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.

2.7. 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.

2.8. (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.

2.9. (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, the Customer or a third party, O24 is entitled to cut off or limit the Customer's, or certain users' affiliated with the Customer, access to the cloud-based Service, in order to mitigate the risk of harm. 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 agreed between the parties in writing, O24 will provide customer support to the Customer regarding the Product by means of the O24 customer support portal and through information made available on O24's website for the term of this Agreement. 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.

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.

3.8. 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 prior to the beginning of the term of the Agreement. Payment terms are net thirty (30) days upon receipt of an invoice for Fees. VAT, sales tax and any other applicable tax will be added to the invoice. If Customer is required to deduct or withhold any tax, Customer must pay the amount deducted or withheld as required by law and pay O24 an additional amount so that O24 receives payment in full as if there were no deduction or withholding from Customer.

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. In case of such termination, O24 will refund to Customer any Subscription Fee already paid for a time period after the termination becomes effective. Customer shall not be entitled to any further refund of the Subscription Fee. Interest on outstanding payments will be charged at a rate of nine percentage points above the base interest rate ("Basiszinssatz"), whereby the O24's right to assert further damages shall be retained.

4.3. O24 shall have the right to change the Fees in connection with a prolongation of the Agreement or if entering a new Agreement. Such change must be communicated by O24 to Customer in writing or by email not later than sixty (60) days prior to the expiration of the term or in connection with entering a new agreement. In case the Agreement is not terminated by Customer as set forth above, the amended Fee shall apply during the prolonged term. 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. 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.

4.5. 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 O24'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.

4.6. 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.

4.7. 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.

4.8. 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.

4.9. O24 will invoice the Fees appropriately itemized.

4.10. The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, setoff or counterclaim against O24 in order to justify withholding payment of any such amount in whole or in part, unless that counterclaim is undisputed or legally established as final and absolute. O24 may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by O24 to the Customer.

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 have full control of the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the Customer or an admission of guilt or liability on behalf of the Customer. The Customer shall cooperate fully in the defense of such claim and assist O24 on a commercially reasonable efforts basis.

5.3. O24 shall indemnify Customer against all third party claims, liabilities, and costs (including reasonable attorneys' fees), which are initiated by a third party in the territory where Customer is authorized to use the Products and/or Services, alleging that Customer's authorized use of the Products and/or Services in accordance with this Agreement infringes such third parties' Intellectual Property Rights. The foregoing indemnity shall not apply to the extent the infringement claim, liability or cost arise from any access or use of the Product or Service outside the permissions granted by O24 herein. O24's obligation to indemnify shall not cover any indirect or consequential damages, such as inter alia loss of revenue, loss of anticipated savings, wasted expenditures, damage to reputation, loss of data and business information.

5.4. In the event a Product is likely to become the subject of a claim for infringement of an Intellectual Property Right of a third party, O24 shall at its expense and discretion, do one of the following: (a) replace the Product (or parts thereof) with compatible, functionally-equivalent non-infringing technology; (b) modify the Product (or parts thereof) to make such Product non-infringing without materially impairing the Customer's ability to use the Product in accordance with this Agreement; or (c) procure, at no increased cost to Customer, the right to continue to use the Product. If the foregoing alternatives are not reasonably available to O24, O24 may, at its discretion, terminate this Agreement and refund to Customer any Fees paid by Customer to O24 for the use of the Product for a time period after the termination becomes effective.

5.5. The regulations set out in this Section shall be the sole and exclusive remedy of the Customer and the sole obligation of O24 for breach of third party's intellectual property rights.

5.6. 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, unless Customer is able to prove that actual damage was lower.

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. 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.

7.4. Virus descriptions, vulnerability definitions and vulnerability reports, as the case may be, are made accessible to the Customer, to the extent agreed between the parties in writing, via a secure login mechanism on O24's website via the platform "Outsan". 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. 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.

7.5. The Customer will not offer employment to any member of O24 staff working on an assignment for the Customer, 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 member of O24 staff concerned, unless Customer is able to prove that actual damage was lower.

8. Limitation of Liability

8.1. Subject to the terms set out in this Agreement, the Parties shall be liable towards each other in accordance with statutory law. O24 shall not be liable towards Customer for cancellation and/or rebooking of training services done by O24, or in situations where the Participant leaves the Customer as an employee and the Participant holds the status of being Outpost24 Certified. The provisions of this Section 8 will apply to any claims arising from or related to this Agreement, caused by the Supplier, its employees, auxiliary agents and legal representatives, including but not limited to any claims for payment of expenses, costs, fees and damages and regardless of the legal basis for such claims, e.g. result of an unlawful act. The Customer shall indemnify and hold O24 harmless for any physical damages to any persons or property caused by any Participant.

8.2. The total cumulative liability of O24 under this Agreement shall be limited to the amount of the Fees paid by the Customer to O24 under this Agreement. The foregoing maximum liability amount represents a total aggregate liability cap and not an occurrence based liability cap.

8.3. Notwithstanding the above, O24 is not liable for any indirect or consequential damages, such as inter alia loss of revenue, loss of anticipated savings, wasted expenditures, damage to reputation, loss of data and business information. Furthermore O24 shall not be liable for any claims of third parties, with the exception of claims arising from the violation of industrial property rights of third parties.

8.4. The aforementioned limitations of liability 8.1-8.3 shall not apply to damages, caused by fraudulent intent or wilful misconduct, to the extent O24 has assumed an explicit guarantee for the quality of an object or work performance and under the provisions of the German Product Liability Act.

8.5. O24 shall not be liable without fault (*verschuldensunabhängige Haftung*) for damages of the Products existing before this Agreement becomes effective (Section 536a German Civil Code).

8.6. The above limitations of liability shall apply mutatis mutandis to the personal liability of the management and employees of O24.

8.6. Depending on their importance, the Customer shall prepare regular backups of its data. The liability for data loss caused by slight negligence on the part of O24 is limited to the typical restoration effort required given that such backups are available.

8.7. 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.

8.8. 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.

8.9. The O24 Group companies may enforce the provisions of this agreement, which refers to the O24, in their own name and for their own account.

9. Warranty Disclaimer

9.1 O24 warrants that the Products and Services to be provided shall be substantially performed in accordance with these License Terms and Conditions as well as the Service and Product Description.

9.2. In case of professional services within the meaning of Section 611 German Civil Code, O24 will exercise professional care and seek to achieve the results agreed for such service. However, O24 does not assume further obligations or any warranty or guarantee for the achievement of the results sought by the Client.

9.3. Manufacturer's specifications regarding the reliability or performance of a Product recommended or sold by O24 may only be attributed to o24 to the extent this information have been issued by O24, have been authorised by O24 or are public statements, which O24 has been aware of for four weeks, and has not distanced itself.

9.4. Any claims for compensation or reimbursement of expenses by Customer are governed exclusively by the liability provisions of the present agreement.

9.5. 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. O24 does not warrant that all vulnerabilities will be found.

9.6. 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. This Agreement becomes effective upon signature by both parties for the term defined within this Agreement. 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.

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 for cause by giving the other party written notice thereof if the other party should materially violate any of the provisions of this Agreement and fails to discontinue and make good such violation within thirty (30) days after receipt of notice in writing from the complaining party.

11.4. In case the Customer terminates the Agreement, O24 will refund to Customer any Subscription Fee already paid for a time period after the termination becomes effective. Customer shall not be entitled to any further refund of the Subscription 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 contractual no-fault 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 1.000 EUR for each week, unless Customer is able to prove that actual damage was lower.

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.

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.

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 unless it is a termination of the Agreement, which shall be sent to 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. 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.

13.7. O24 may use Customer's name and/or logo as a reference customer in regards to customer lists, which can be provided to potential customers. O24's use of the Customers name and/or logo, will adhere to the trademark guidelines of the Customer if any such have been agreed to in writing. This permission of use, is in no way a transfer of intellectual property rights including, but not limited to; trademarks and goodwill, tied to the Customers name and logo. The permission co-terms with this Agreement and will subsequently end, upon termination of this Agreement.

14. Applicable Law and Arbitration

14.1. This Agreement shall be governed by and construed in accordance with the laws of Germany.

14.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, shall be finally settled through arbitration at the Schlichtungsstelle der Deutschen Gesellschaft für Recht und Informatik e.V. ("DGRI e.V.") in accordance with the rules of arbitration (*Schlichtungsordnung*) of the DGRI e.V., valid at the time the case is filed. The language to be used in the proceedings shall be English. All claims arising out of the case filed at the DGRI e.g. shall be time barred at the point in time the case is filed. Section 203 German Civil Code shall apply accordingly.

14.3. The parties agree, that the arbitration, set out before, shall not hinder any party to be entitled to bring any action against the other at the competent court, whether this is for principle proceedings (*Hauptsacheverfahren*) or preliminary injunction (*einstweiliger Rechtsschutz*) . For all such proceedings the place of jurisdiction shall be Munich, Germany.

Customer

Customer full legal name

Date

Name

Title

Signature