



# OUTPOST24'S GENERAL CONDITIONS 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.

**Expert Deployment:** Expert Deployment is best practice deployment and solution implementation of O24 Products. Available separately or as a mandatory requirement in conjunction with Managed Services.

**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.

**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.

**Launch Form:** A document describing the connectivity and data collection requirements, which are necessary to deliver the appropriate components, platform and hardware, in accordance with this Agreement.

**License Start Date:** The day on which the license to the Products, Services and Sensors will commence which is specified in the Service and Product description. If nothing is stated in the Service and Product Description, the License Start Date will be the date of the last signature to the Agreement. For Managed Services

customers, the annual License Start Date will commence after the completion of Expert Deployment activities. The deployment phase period can range from 30 to 90 days, dependent on the level of Expert Deployment required by the customer. (Small, medium, large or extra-large)

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

**Product:** A license to use Appsec

SWAT (Applicaiton)

SWAT (Instance)

SWAT Application Change

SWAT Infrastructure Change

Scale External, Expert Support

Scale Internal, Expert Support

Snapshot, Snapshot30

Assure, Assure 30

Verify

APIsec Professional (3rd party)

DefenseCode Thunderscan Enterprise (3rd party)

DefenseCode Webstrike (3rd party)

User Course

Secure Code Warrior (3rd party)

MSSP Appsec Scale, MSSP Appsec Scale Overage

Cloudsec

Inspect, Expert Support

HIAB Cloud , Expert Support

User Course

MSSP Cloudsec Inspect, MSSP Cloudsec Inspect Overage

Netsec

OUTSCAN license (IP), Expert Support

OUTSCAN PCI license (IP)



HIAB license (IP), Expert Support  
HIAB External license (IP), Expert Support  
Outscan RC  
Farsight  
Pwn Pulse  
Pwn Pulse 90  
Assure 5  
Assure 10  
User Course  
Advanced User Course  
Advanced Partner Course  
AwareGO (3rd party)  
MSSP Compliance, MSSP Compliance Coverage  
MSSP Farsight, MSSP Farsight Coverage  
MSSP Outscan / HIAB, MSSP Outscan / HIAB Coverage  
MSSP setup and education  
MSSP Certification  
Train the Trainer Partner Course  
  
Offsec  
Adversarial Attack Simulation - assumed breach assessment  
Adversarial Attack Simulation - digital footprint assessment  
Penetration testing services, Penetration testing - off hours work  
Red Teaming - Evolve, Red Teaming - Explore, Red Teaming - Focus, Red Teaming - Navigate  
  
Managed Service  
Application Security Program  
Appsec Scale Managed Service  
Managed Services - Advanced  
Managed Services - Basic  
Expert Deployment  
HIAB Remote Installation  
XLarge Assessment package HIAB, XLarge Assessment package Outscan

Large Assessment package HIAB, Large Assessment package Outscan

Medium Assessment package HIAB, Medium Assessment package Outscan

Small Assessment package HIAB, Small Assessment package Outscan

Other

Education

Professional Service

and the platform for training services in accordance with this Agreement.

**Sensor:** The hardware/computer equipment, which is provided in combination with specific Products and Services.

**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, the Product to be licensed and the support that will be provided, 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 nonexclusive, 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. Intentionally Omitted.

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.

### 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, Sensor

maintenance 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. If the Agreement includes a Sensor, the Sensors will be shipped from O24's designated facility for installation by the Customer at the Customer's designated site. The Sensor will not be shipped until a Launch Form is filled out and signed by Customer. Some of the equipment set forth in the Agreement may be refurbished equipment containing certain refurbished parts or components. Such equipment is equivalent to new and shall be subject to all of the terms and conditions in the applicable Agreement by and between O24 and the Customer, including, but not limited to, all warranty and warranty remedies. O24 shall retain all right, title to and interest in the Sensors.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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. 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.

3.9. 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.

3.10. (Red team services only) O24 will provide the Services such as red team services (either onsite or from remote), training services and provide reports to the extent and detail levels and subject to the Fees specified in the Service and Product Description.

3.11. (Red team services only) 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.

3.12. (Red team services only) 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.

3.13. (Red team services only) 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.

3.14. (Red team services only) 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.

3.15. (Red team services only) 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.

3.16. (Red team services only) Security Officers are only obliged to follow the instructions in the Service and Product Description and in this Agreement. The Security Officers are not obliged to and shall not follow any additional instructions given by the Customer or any third party. If the Customer wants to provide additional or changed instructions, these must be provided via email to O24, seven (7) days prior to the Service Delivery, and subsequently confirmed by O24 in an addendum to the Service and Product Description and signed by both parties in accordance to 13.2 of this Agreement. If these instructions are not fulfilled prior to the Service Delivery, or if they are rejected by O24, the original Service and Product Description and this Agreement will provide the legally binding Service instructions.

3.17. (Red team services only) If one or more Operatives are arrested, or confined by police, other authorities or private security personnel on the grounds of any suspicion of punishable or unlawful act, the Customer is obliged to do everything possible to put an end to this as soon as possible, including but not limited to making clear that the operatives are performing tasks on behalf of Customer, pay all legal fees and other additional costs O24 can document due to such arrest, confinement etc..

3.18. (Red team services only) Customer hereby grants O24 herewith the limits of the Service and Product Description an unlimited permission for accessing, using and operating the Service activities, including all preceding and corresponding systems and infrastructures, irrespective of these being owned by third parties.

3.19. (Red team services only) Customer declares to have obtained permission of third parties who can possibly experience consequences of the Services and to have informed those parties appropriately.

3.20. (Red team services only) Customer hereby grants O24 herewith the limits of the Service and Product Description the right to deactivate or circumvent any security measure available in or surrounding the Customer and the right to append, open, copy and remove data available on the Customer, only in those cases where this is required for correct execution of the Services.

#### **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. Payment terms are net thirty (30) days for Fees. VAT, sales tax and any other applicable tax will be added to the invoice. If the Customer requires any documentation eg. apostilles, tax residence certificates etc. all costs related to obtaining such documentation will be in addition to the Subscription Fee and will be invoiced Customer on the same terms and specified in this section 4 (Fees and Payment). 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, Customer shall not be entitled to any refund of the Subscription Fee. Interest on outstanding payments will be charged at a rate of one and one-half percent (1.5%) per month from the date on which the payment was due and until full payment has been received.

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 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.

4.6. 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, set-off or counterclaim against O24 in order to justify withholding payment of any such amount in whole or in part. 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 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 userid 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 noninfringement. 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 or assessment 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 O24 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 noninfringement of third party rights, title, integration, accuracy, security, availability, satisfactory quality, merchantability, fitness for any particular purpose or that all vulnerabilities will be found **nor shall any** Information provided by O24 to the Customer be seen as advise or recommendation and the Customer is obligated to perform own assessment and prioritization of all Information provided as part of the Products and Services.

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 warrants that, the Sensors shall substantially conform to the applicable O24 documentation, for twelve (12) months following beginning of the License Start Date as set out in this Agreement. In the event of a material breach of the foregoing limited warranty, O24, at its sole option and expense, shall repair, replace and/or modify any defective Sensors as Customers sole remedy. O24 shall have no warranty obligations if the Sensors have been modified by Customer or a third-party without the written consent of O24 or have not been used in accordance with the O24 documentation. Further, if the Sensor hardware is lost, stolen, damaged or altered, as described above, or is altered or damaged as a result of user error or negligence as determined by O24, Customer will be responsible for the cost of repair or replacement as determined by O24.

9.4. Except for the express warranties set forth herein, the Sensors are provided As Is. Customer acknowledges that no refunds shall be due or owed Customer with respect to any Sensors contemplated by this limited warranty section. O24 disclaims any and all other warranties, whether express, implied or statutory, with respect to the Sensors unless otherwise prohibited by law.

9.5. 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. All equipment, including Sensors, supplied by O24 for use pursuant to this Agreement shall be owned by O24. Upon termination of this Agreement, unless O24



elects to disable or abandon all or any of the equipment owned by it, the Customer, at the Customer's cost, agrees to return, within thirty (30) days of the termination of this Agreement, all equipment to O24. The current return address is available on [outpost24.com/legal](http://outpost24.com/legal). Failure to return such equipment will result in a charge to the Customer for the commercial price of such equipment.

11.7. 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.

11.8. 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.

11.9. 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, SWAT or Cloud Sec products (Elastic Detector, Elastic Workload Protector), and is covered by the GDPR, 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.

13.8. 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 Customer's 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 Customer's name and logo. The permission co-terms with this Agreement and will subsequently end, upon termination of this Agreement.

13.9. The Services, Products or Sensors are accompanied by third-party software that is licensed under its own terms. A list of this third-party software shall be as set forth in O24's current Services and Product description. Customer agrees to comply with the terms of these third-party licenses. Such third-party software may include certain "open source" software, including, but not limited to, the Open Database License ("ODbL"). This Agreement does not apply to any open source software released under the GNU public license; the OPENSSL Toolkit Dual license; the Apache license; and the BSD-3-clause license, including but not limited to the following software applications: AUTOSSH; DARKSTAT; DSNIFF; WEPBUSTER; or WPA\_SUPPLICANT.

## 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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