Terms of Service KeyLocker – Version 3.0, October 2018

1. DEFINITIONS

Term	Definition
Business days/hours	Standard business days/hours are Monday to Friday from 9:00 to 17:00 CET with the exception of public holidays in the Netherlands.
Documentation	The then-current standard user documentation published by KeyLocker for SecretHub in the form of end user manuals.
End User	Party who was issued a License to use SecretHub and/or concluded an Order for Services with KeyLocker.
End User Data	Data imported by End User in SecretHub or produced by End User using SecretHub (excluding any data made available by KeyLocker itself via or as part of SecretHub).
Error	A programming error in SecretHub (and if Hosting Services are provided, a technical error in the Hosting Services) which causes SecretHub materially not to function in accordance with its then current Documentation, excluding incorrect functioning of SecretHub caused by events or circumstances for which KeyLocker is not responsible.
EULA	The end user license terms applicable to the License for SecretHub. Except to the extent additional or other end user license terms are expressly notified to be applicable to SecretHub or a specific part thereof, the standard EULA of KeyLocker as attached hereto is the EULA for SecretHub.
Hosting / Hosting Services	Installing, hosting and technically managing SecretHub on a computer environment connected to the internet and enabling the End User to use SecretHub over the internet. The Hosting Services include Support Services for both the hosting environment and the hosted instance of SecretHub as further described in clause 9.
Intellectual Property Rights	All copyrights, patents, database rights, rights in trademarks designs, know-how, logos, confidential information and similar rights (whether registered or unregistered).
License	A license granted to End User to use SecretHub pursuant to the terms of the applicable EULA.
Offer	Written offer issued by an authorised representative of KeyLocker for the provision of Services to End User.
Order	Offer which is accepted by End User or other mutual signed document between KeyLocker and End User for the delivery of Services to End User by KeyLocker.
Professional Services	Services of KeyLocker other than Hosting Services and Support Services, including but not limited to training, consultancy and installation services.
Services	All services of KeyLocker including the issuing of Licenses, Support Services, Hosting Services and Professional Services.
KeyLocker	KeyLocker B.V. a Dutch limited liability company with registration number 60796324 and as registered address Molengraaffsingel 10 Delft, the Netherlands.
KeyLocker Maintenance & Support Policy	The then current maintenance and support policy of KeyLocker for the relevant version of SecretHub which details the operational aspects of the Support Services.
SaaS	Where use of SecretHub is in an Order agreed to be provided on a 'Software as a Service' or 'SaaS' basis, then this refers to a License to use SecretHub for which KeyLocker also provides the Hosting Services to End User to enable the use of SecretHub.
SecretHub	A software application licensed by KeyLocker to End User that can be used by End User to help store and manage 'secrets' such as passwords, cryptographic keys and tokens.
Software Enhancement	Enhancement or modification of SecretHub on the suggestion or request of End User, including Software Enhancements separately paid for by End User.
Support Services	The standard maintenance and support services provided by KeyLocker to End User with respect to SecretHub as further described in clause 5.
Update	Update provided by KeyLocker of SecretHub to address Errors, improve minor functionality, update data embedded therein and/or to otherwise modify SecretHub.

Term	Definition
Terms of Service	These terms of Services of KeyLocker which are applicable to all Services of KeyLocker.

2. APPLICABILITY OF TERMS

2.1. Introduction: These Terms of Service apply to all Services of KeyLocker, all Offers of KeyLocker and all Orders entered into by KeyLocker with End User with respect to the supply of Services by KeyLocker. If End User accepted the applicability of the Terms of Service for any Order, End User agrees they will also be applicable to all subsequent Orders and Offers between KeyLocker and End User.

2.2. Offers and Orders: End User may accept Offers issued by KeyLocker by signing them and sending these to KeyLocker or by accepting them online (if the Offer is offered online such as on websites, in app-stores or in apps). Offers expire if not accepted by End User within 30 days of the date they were provided, unless another expiry date is expressly included. Offers made by KeyLocker online may be revoked without notice. Apparent typo's and errors in Offers do not bind KeyLocker and KeyLocker may reject or terminate Orders based on Offers containing such apparent errors.

3. LICENSE FOR KEYLOCKER PRODUCTS, EULA

3.1. Ownership SecretHub: All Intellectual Property Rights in or related to SecretHub and any modifications thereto, including Software Enhancements (but excluding any End User Data processed with SecretHub) are and will remain to be fully and wholly owned by KeyLocker and its licensors.

3.2. EULA: End User is only entitled to use SecretHub within the boundaries of the expressage usage rights granted by KeyLocker under the License issued to End user with respect to SecretHub as set out in the Order and any such License is strictly subject to the terms of the EULA.

4. GENERAL TERMS SERVICES

4.1. Professional Services vs Support Services: All forms of services that may be provided by KeyLocker other than Support Services, Hosting Services and the sale of Licenses, are Professional Services. Fees for Professional Services are not included in the fees agreed or quoted by KeyLocker for Licenses and Support Services. For Support Services the specific terms set out in clause 5 apply additionally; For Professional Services the specific terms in clauses 6, 7 and 8 apply additionally; and for Hosting Services the terms in clause 9 apply additionally.

4.2. Terms and dates: All delivery dates and other periods included by KeyLocker in Orders or Offers for Services are determined based on data known to KeyLocker when it agreed or communicated such dates or periods and may be subject to change. KeyLocker will use its reasonable efforts to observe agreed delivery dates and other periods as much as possible, subject to End User's timely performance of its obligations.

4.3. End User co-operation: End User must furnish KeyLocker in a timely manner with all information and cooperation which is reasonably requested by KeyLocker to enable KeyLocker to provide the Services. End User will further provide KeyLocker with information and co-operation of its own accord which it knows to be relevant for KeyLocker to enable KeyLocker to provide the Services in an efficient manner.

4.4. End User responsibility for legal use: End User is fully responsible for all use End User makes (or enables any third party to make) of SecretHub, all data it uploads to and distributes via SecretHub and all related instructions it gives to KeyLocker in configuring and using SecretHub for End User. End User shall at all times ensure that the use made of SecretHub, all its instructions to KeyLocker with respect to the Services and all End User Data, comply with all applicable laws, do not violate any third party rights (expressly including any Intellectual Property Rights) and do not constitute a tort against any third party. KeyLocker's agreement to provide the Services to End User, to process End User Data or to perform Services in accordance with the instructions of End User shall not be held to imply any legal advice by KeyLocker to End User or any waiver with respect to any restriction under this clause.

5. SUPPORT SERVICES

5.1. Support Services: End User is only entitled to receive Support Services from KeyLocker for SecretHub if it procured such Support Services for SecretHub directly from KeyLocker. The scope of the Support Services is as agreed in the relevant Order and the related procedures, service levels and terms of use are described in the then current Maintenance and Support Policy of KeyLocker for SecretHub as communicated by KeyLocker to End User from time to time. As standard Support Services are provided remotely from KeyLocker's own office locations, KeyLocker must on request be enabled by End User to access SecretHub as used by End User online. Onsite support is not included in standard fees for Support Services and in case on site assistance is agreed to be provided, this will be separately charged to End User as Professional Service.

5.2. Updates: As part of Support Services, End User may be provided with Updates of SecretHub. To retain cover for Support Services, End User must install such Updates. KeyLocker is not required to address Errors in SecretHub which would be resolved if End User had installed an available Update. KeyLocker may refuse to provide support on older versions of SecretHub if a new Update for SecretHub has been

available for installation by End User for more than 6 months or if End User has failed to install more than one Update. End User is itself responsible to install the Updates of SecretHub unless expressly otherwise set out in the Order or in the relevant KeyLocker Maintenance & Support Policy.

5.3. <u>End User responsibilities for receiving Support Services</u>: End User must ensure that employees contacting KeyLocker to receive general support and/or to report Errors have been suitably trained to operate SecretHub and have consulted the Documentation of SecretHub before contacting KeyLocker for support. End User must when reporting a Defect provide all relevant information and co-operation to KeyLocker to enable KeyLocker to identify and reproduce the Error. KeyLocker reserves the right not to resolve issues as part of Support Services: (i) caused by failures to follow usage instructions set out in the Documentation, (ii) caused by uploaded data not compliant with the related technical requirements; (iii) with respect to restoring End User data; and/or (iv) issues in hardware or third party software used in combination with SecretHub. Assistance with respect to such issues may, if agreed to be provided by KeyLocker, be separately charged by KeyLocker as Professional Service to End User.

5.4. <u>Term and renewal Support Services:</u> Unless otherwise set out in the Order, Support Services are ordered and provided for an initial term of 1 year. The initial term for procured Support Services will start on the date SecretHub is first made available by KeyLocker for installation and use by End User. After the expiry of the applicable initial term for the Support Services, Support Services are automatically renewed for additional one year periods until either party by giving at least 2 months prior written notice indicates not to wish to renew the Support Services for an additional term.

5.5. <u>Fees for Support Services</u>: Fees payable for Support Services are as set out in the then current standard pricelist of KeyLocker for the relevant year. If KeyLocker changes the standard price list to a price level higher than the price level agreed under the initial Order, KeyLocker will provide at least 3 months prior written notice of such change to End User.

5.6. <u>Quality commitment Support Services</u>: KeyLocker will provide Support Services in a professional and diligent manner and commits to use its reasonable efforts to address and resolve material shortcomings in SecretHub for which the Support Services are provided in accordance with the applicable Maintenance and Support Policy. KeyLocker expressly does not warrant it will resolve all Errors or that SecretHub will operate without Error and/or uninterrupted. Resolution of a shortcoming in SecretHub may require the co-operation of End User and may require End User to temporarily accept minor other shortcomings or to install an Update of SecretHub as provided by KeyLocker.

6. PROFESSIONAL SERVICES - GENERAL

6.1. <u>Scope</u>: The scope and content of the Professional Services will be specified in the Order or separately agreed in writing pursuant to the Order.

6.2. <u>Fees for Professional Services</u>: Unless expressly otherwise agreed, Professional Services are charged on a time and material basis against the standard hourly rates of KeyLocker or such hourly rates as may be agreed in the relevant Order. Communicated budgets for performing certain activities are (unless expressly otherwise agreed in the Order) non-binding estimations and not fixed prices. KeyLocker will only with the written consent from End User spend and invoice time and/or costs beyond the agreed budget. Agreed fixed prices for Professional Services for certain specific activities are subject to the assumptions and conditions as set out in the Order and on the general assumption End User provided correct, up to date and complete information for KeyLocker to base its fixed price offer on.

6.3. <u>Service hours</u>: The Professional Services shall be performed on Business Days and during the standard business hours of KeyLocker. For Professional Service performed outside these timeframes on request of the End User, an uplifted fee will apply as specified in the then current pricelist of KeyLocker. KeyLocker is only required to perform Support Services outside its standard business hours and on non-Business Days in case KeyLocker expressly agrees to this in writing which agreement it may refuse in its discretion.

6.4. <u>Quality commitment Professional Services</u>: KeyLocker will provide Professional Services in a professional and diligent manner. In case deliverables created as the result of Professional Services contain manifest errors or shortcomings caused by a failure by KeyLocker to perform the Professional Services to the standard set out in this clause, and End User reports this to KeyLocker within 14 days after the delivery of the relevant deliverable, KeyLocker will as sole remedy and without additional charge use its reasonable efforts to correct such Error or alternatively offer End User a proportional reduction in the fees charged for the relevant Professional Services.

7. PROFESSIONAL SERVICES – INSTALLATION AND IMPLEMENTATION

7.1. <u>Installation requirement</u>: Unless expressly otherwise agreed in the Order, the installation of SecretHub and Updates thereof on the computer systems of End User and subsequent configuration thereof is not included in the License fees or the fees for Support Services. Installation of SecretHub and Updates thereof is therefore the own responsibility of the End User unless installation services are expressly agreed to be provided as Professional Service by KeyLocker.

7.2. <u>Installation / implementation scope</u>: In case KeyLocker agreed to provide installation services for SecretHub, KeyLocker will arrange that installation is performed in such a way that the End User is enabled to configure and use SecretHub for its own use. KeyLocker will not be under any obligation to

install SecretHub in such a way that it may work or connect with other software that may have been installed or in future may be installed by End User, unless expressly agreed in the Order. Loading data or configuring SecretHub for specific use and/or implementing End User specific procedures, data etc. is not included in the tasks of KeyLocker unless and to the extent expressly agreed otherwise in the Order. In case KeyLocker agrees to assist End User with the implementation and configuration of SecretHub, then KeyLocker will do so under the instruction of and under the final responsibility of End User with respect to the settings implemented for the End User. Prior to starting operational use End User is required to verify and test the implemented configurations and itself establish SecretHub is configured in line with its business requirements.

7.3.   <u>Implementation preparation</u>: If KeyLocker has agreed to provide implementation or installation activities with respect to SecretHub as Professional Services, then End User is to make sure that the appropriate equipment, resources, personnel etc. are available to allow KeyLocker to install SecretHub onto the subject computer system(s) and render same operational.

7.4.   <u>Hardware and software requirements</u>: SecretHub can only be installed and used on computer systems complying with the then current system requirements applicable to the relevant version of SecretHub. End User is responsible to ensure at its cost that the relevant computer systems comply with such requirements, including by installing relevant operating software updates and hardware upgrades prior to the installation of SecretHub or an Update.

7.5.   <u>Remote installation</u>: It is usual practice for KeyLocker to perform the installation of SecretHub remotely and End User is required to enable such remote installation by making the computer system of End User available for a remote connection in accordance with KeyLocker's requirements. Should it be required that an employee of KeyLocker performs installation on site, the fees payable for the installation will be increased with travel time and expenses (unless those were expressly agreed to be included in the agreed fees for the installation in the Order).

7.6.   <u>End User Data</u>: End User will ensure any End User Data provided for installation and implementation activities of SecretHub complies with the relevant technical standards as set out in the Documentation and/or otherwise communicated by KeyLocker. Data conversion is not part of Services offered by KeyLocker and/or included in communicated or agreed pricing except as may be expressly otherwise agreed in the Order.

8.   PROFESIONAL SERVICES - SOFTWARE ENHANCEMENT SERVICES

8.1.   <u>Software Enhancements</u>: If KeyLocker agrees to implement a Software Enhancement on request of an End User, such Software Enhancements are implemented by KeyLocker in generally distributed standard Updates of SecretHub and will be considered an integral part of SecretHub and are covered by the License (and the EULA applicable to such License). KeyLocker decides in which Update of SecretHub the Software Enhancement will be included, which may not be the first Update released by KeyLocker after the Software Enhancement is agreed to be developed for End User. The Update of SecretHub containing the Software Enhancement is also covered by the Support Services procured by End User for SecretHub under the same terms.

8.2.   <u>IP rights</u>: End User will never acquire any Intellectual Property Rights or rights to exclusivity in SecretHub, any Documentation or any Software Enhancement, modification or addition thereto developed by KeyLocker or a third party engaged by KeyLocker, including those paid for, suggested or requested to be developed by End User.

8.3.   <u>Acceptance of Software Enhancement</u>: Within 14 days from delivery of the Software Enhancement by KeyLocker to End User, End User will perform testing to establish that the delivered Software Enhancement operates and performs in accordance with the agreed upon specifications. If it becomes apparent that the Software Enhancement contains material Errors, the End User shall report the test results to KeyLocker in writing, with sufficient detail to enable KeyLocker to reproduce and address the Error. KeyLocker will use its reasonable commercial efforts to remedy the Error and subsequently make the Software Enhancement available for a renewed test by End User. In case End User has not reported Errors in the delivered Software Enhancement within 14 days after delivery of the Software Enhancement, it shall be deemed to be accepted.

8.4.   <u>Quality Commitment</u>: The quality commitment and related remedies for End User set out in clause 6.4 above applies to any material Error in a Software Enhancement not resolved by KeyLocker in accordance with the acceptance procedure specified in clause 8.3.

9.   SAAS BASED LICENSES

9.1.   <u>Usage conditions</u>: If it is agreed that KeyLocker will provide the License for SecretHub on a SaaS basis, then KeyLocker will provide Hosting Services to End User for the use of SecretHub and provide for the installation of SecretHub on the hosting environment of the third party hosting service provider identified in the order. The Hosting Services may not be used by End User for other purposes than for using SecretHub in accordance with the terms of the agreed License.

9.2.   <u>Support Services for SaaS</u>: Where KeyLocker provides for the use of SecretHub on a SaaS basis, the Support Services will include the installation by Keylocker of Updates and will cover addressing Errors in both the SecretHub application and in the Hosting Services. Implementation of Updates may

temporarily effect availability SecretHub for use by End User. KeyLocker will announce and perform Update implementations in accordance with the procedures set out in the KeyLocker Maintenance & Support Policy.

9.3. <u>Right to suspend services</u>: End User may not use SecretHub Hosted by KeyLocker in a manner interfering or disrupting the integrity or the proper functioning of SecretHub and/or of the Hosting Services. KeyLocker reserves the right to suspend use of SecretHub that is made available on a SaaS basis in case KeyLocker reasonably deems End User to be using SecretHub in material violation of the terms of the License, any applicable law or any third party right.

9.4. <u>Term and renewal SaaS Services</u>: Unless otherwise set out in the Order, Licenses provided on a SaaS basis are ordered and provided for an initial term of 1 year. The initial term for Licenses on a SaaS basis will start on the date SecretHub is first made available by KeyLocker for use by End User over the internet. After the expiry of the applicable initial term, SaaS based Licenses are automatically renewed for additional one year periods until either party by giving at least 2 months prior written notice indicates not to wish to renew the SaaS based License.

9.5. <u>Backup of End User Data</u>: KeyLocker will have no obligation to retain archive copies of the End User Data for End User and may make back-up copies, but is not obliged to provide access to those for free in case of an accidental deletion of the End User Data. KeyLocker expressly does not warrant End User data not be lost or deleted. End User is itself responsible to make regular back-up copies of its End User Data to safeguard its interests with respect to such data. SecretHub expressly is not intended as the sole repository of unique copies of data of which no back-ups exist outside of SecretHub.

9.6. <u>Privacy laws</u>: SecretHub and the Hosting Services are expressly not provided by KeyLocker to End User to manage or process personal data. Should incidental to the provision of the SecretHub any personal data be processed by End User by means of SecretHub, End User shall ensure this occurs in accordance with applicable laws and that all consents that may be required from the relevant individuals for such processing are obtained.

10. PRICE AND PAYMENT

10.1. <u>Taxes and costs</u>: All prices of KeyLocker are, unless explicitly otherwise agreed, exclusive of turnover tax (VAT) and other applicable taxes, tariffs, withholding taxes, levies or duties imposed by governmental authorities. Pricing of Services is excluding applicable transportation, travel and accommodation costs which will be charged separately as incurred to provide the agreed Services except as explicitly agreed otherwise in the relevant Order.

10.2. <u>Payment terms</u>: Unless otherwise agreed in the relevant order, fees for Licenses are invoiced on agreement of the Order for such Licenses. Fees for Professional Services are payable in accordance with the payment schedule set out in the Order or in absence thereof, monthly in arrears on the basis of actual hours spent and costs incurred in the previous calendar month. Recurring fees for Services provided on a subscription basis (such as Support Services and Licenses issued for a limited recurring term such as on a SaaS Basis) are invoiced per initial term and per renewal term in advance per the start of the applicable initial or renewal term. The End User shall pay each invoice within thirty (30) days after the invoice date. The End User shall not be entitled to set off any counterclaims or to suspend payment of an invoice.

10.3. <u>Late payment consequences</u>: If any amount that is due to KeyLocker is not paid in time, this will be considered as a breach of contract and End User will automatically be in default. No notification or summons from KeyLocker will be necessary and End User will, once in default, be fully liable for legal interests (according to the current Dutch legal interest rate for businesses) on the outstanding amounts and all reasonable costs incurred by KeyLocker in its attempt(s) to collect payment, including the costs of lawyers, legal advisors, collection agencies, bailiffs etc. KeyLocker reserves the right to suspend Services in case of non-payment of an invoice by End User in case payment of the outstanding invoice is not made within 10 Business Days after KeyLocker has send a written reminder to End User to pay the outstanding invoice.

10.4. <u>Indexation</u>: All prices of Services, also those for which pricing is documented in the Order, may be increased by KeyLocker on an annual basis from the first of January in accordance with the movement in Consumer Price Index issued by the Dutch Central Bureau for Statistics ('CBS'). Fees for Support Services and other recurring Services or subscription or SaaS based Licenses may further vary from year to year as reflected in the standard price list of KeyLocker for the relevant calendar year as provided by KeyLocker.

11. LIMITATION OF LIABILITY

11.1. <u>Liability limit direct damage</u>: The total liability of KeyLocker under or in connection with any Order and the Services provided under such Order for breach of contract, tort or under any other legal theory in any calendar year is limited to an amount equal to the 50% of the total fees actually paid by End User to KeyLocker during the previous full calendar year under the Order (or if no Services were provided in the previous calendar year to End User under the Order, the total fees paid in the initial 6 months of the term of the Order).

11.2. **Exclusion liability indirect damage:** KeyLocker shall under or in connection with any Order for breach of contract, tort or under any other legal theory not be liable towards End User or towards third parties for any indirect or consequential damage, damage to data, lost turnover, lost profits, lost savings or damage to good name, whether such damages arise under a tort, contract or other claim. KeyLocker expressly and fully disclaims liability for any damage resulting from the use of SecretHub in the business and operations of End User. KeyLocker cannot and does not warrant that SecretHub is free of Errors and/or 100% secure.

11.3. **No limitation:** The limitations mentioned in the preceding paragraphs of this clause shall not apply if and insofar as the damage or injury are the direct result of intentional misconduct of KeyLocker.

11.4. **Employees and subcontractors:** The provisions in this clause 11 shall also apply for the benefit of the employees of KeyLocker, the subcontractors utilized by KeyLocker in executing its obligations toward the End User and KeyLocker's third party licensors whose products KeyLocker sublicenses as part of SecretHub.

11.5. **Indemnity third party claims:** The End User will indemnify and hold KeyLocker harmless from any third party claims and related reasonable legal costs caused by or in any way related to End User's use of SecretHub and the results of the Services, except where this concerns claims for infringement of third party Intellectual Property Rights caused by the use of End User of SecretHub in accordance with the terms of the applicable EULA (**IP Claims**). With respect to such IP Claims, KeyLocker or the relevant third party licensor will indemnify and hold End User harmless in accordance with the indemnification obligations specified in the relevant EULA.

11.6. **Force majeure:** In case one party is unable to perform its obligations due to circumstances beyond its reasonable control (which are agreed to include government measures, power failures, general internet/data network/telecommunication facilities failure, 'denial of service' (ddos) attacks, war, strikes, extreme weather, terrorism, and acts of God), this is to be regarded as force majeure. As long as such force majeure situation lasts, the affected party is released from the obligations it cannot comply with due to such force majeure situation without liability. If a situation of force majeure lasts for longer than sixty days, either of the parties shall be entitled to terminate the relevant Order. The Services already performed on the basis of the Order shall in such case be settled on a pro rata basis and the parties shall not owe one another any other amounts for such termination.

11.7. **Back-up of Data:** At all times End User is itself responsible to ensure back-ups are made of End User Data which End User processes with, creates and/or stores using SecretHub and to safely store such back-up copies at a separate location, also if KeyLocker provides for the Hosting of SecretHub for End User. KeyLocker is never liable for any loss or corruption of data of End User. Any back-ups which KeyLocker may make of End User data is considered a not warranted extra service of KeyLocker, and not intended in any way or form to reduce the own obligation of End User to also make its own back-up copies of its own data.

12. TERMINATION

12.1. **Term and renewal of Orders:** The applicable term of each Order will be as agreed in each Order. Orders for one time activities will automatically terminate when all Services agreed in the Order, have been provided by KeyLocker and paid for by End User. Orders for recurring or on-going Services (such as Licenses on a SaaS Basis and Support Services will specify the initial and renewal terms and in absence of any explicit initial and renewal term and subject to clause 5.4 with respect to the term for Support Services and clause 9.4 for SaaS based licenses, will be deemed to have been agreed for an initial term of one year with subsequent renewals for additional one year terms until either party gives at least 3 months prior written notice of its intent not to renew the Order for an additional one year term.

12.2. **Termination rights, both parties:** A party may terminate an Order by giving written notice to the other party in the following circumstances:

 a. if the other party materially violates an obligation under an Order and does not remedy such violation within a reasonable period of at least 14 days set by the other party in a written notice of default sent by registered mail to the defaulting party; or

 b. if the other party is declared bankrupt or a receiver is appointed to administer its assets or otherwise becomes unable to satisfy its debts when due.

12.3. **Discontinuation:** KeyLocker may early terminate the then current term of a subscription or License for SecretHub or Service and the related Orders in whole or in part in case KeyLocker decides to end support for the relevant type of License or Service for all its End Users generally in the relevant region. KeyLocker will in such case use its reasonable effort to provide at least 6 months prior notice of such termination. Where possible KeyLocker will offer a migration path for End User to an alternative License or Service replacing the terminated License or Service which End User will be free to accept or reject. In case KeyLocker terminates a License or Service prior to the end of the then current term agreed for the relevant License or other recurring Service and KeyLocker cannot offer such migration path or if the migration path is rejected by End User, then KeyLocker will proportionally credit any fees pre-paid by the End User for the relevant Service for the period after KeyLocker has terminated support of, or the License for, such SecretHub or Service. In case of a termination of Support Services for

perpetual Licenses within 3 years after such perpetual licenses were granted to and paid for by End User, the prepaid License fees will be proportionally credited on the basis of a linear depreciation of the License fee over a period of 3 years.

13. CONFIDENTIALITY

13.1. <u>Confidentiality commitment</u>: Each party (**Recipient**) undertakes to the other party (the **Disclosing Party**) to treat as confidential all information in any medium or format (whether marked "confidential" or not) which the Recipient receives from the Disclosing Party either directly or indirectly which concerns the business, operations, software or End Users of the Disclosing Party and which can reasonably be deemed to be of a confidential nature (**Confidential Information**). The contents and existence of each Order, all Documentation and all SecretHub are considered Confidential Information of KeyLocker. All End User Data is considered Confidential Information of End User.

13.2. <u>Usage restriction</u>: The Recipient may only use the Confidential Information for the purposes of performing the activities set out in this Agreement and to comply with legal obligations. The Recipient may only provide its employees, directors, subcontractors and professional advisers (**Permitted Users**) with access to the Confidential Information on a strict "need-to-know" basis for this purpose. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall comply with the terms of this clause. KeyLocker is expressly authorised to share Confidential Information of the End User with its Licensors as need to be able to perform the Services, grant the Licenses and to enable KeyLocker and such third party licensors to enforce their rights.

13.3. <u>Exclusions</u>: This clause 13, shall not apply to any information which:

a. is in or subsequently enters the public domain other than as a result of a breach of this clause 13;

b. has been or is subsequently received by the Recipient from a third party which is under no confidentiality obligation in respect of that information; or

c. is required to be disclosed any competent governmental or regulatory authority.

14. MISCELLANEOUS

14.1. <u>Rejection of third party purchasing terms</u>: The applicability of End User's purchasing or other general terms and conditions is expressly rejected. If End User accepts an Offer or requested an Offer with reference to additional or deviating terms or conditions of End User (such as purchasing terms of the End User), then such deviating or additional terms shall not apply between the parties unless these are explicitly accepted in a written statement issued and signed by an authorized representative of KeyLocker. In any case the terms of the Offer itself, including these general terms of KeyLocker, shall take precedence over any deviating terms and conditions of End User.

14.2. <u>Transfer</u>: KeyLocker shall be entitled, at any time, to assign, novate or otherwise transfer the Order to another company taking over the activities related to SecretHub from KeyLocker, by providing written notice to Merchant of such transfer.

14.3. <u>Applicable law</u>: These terms and conditions and all agreements to which they apply shall be governed by the laws of the Netherlands.

14.4. <u>Dispute resolution</u>: All disputes arising in connection these terms or any agreement they are applicable to, shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam the Netherlands.

End User License Agreement (EULA) SecretHub Version 3.0, October 2018

1.   DEFINITIONS

Term	Definition
Documentation	The then-current standard End User documentation published by KeyLocker for SecretHub in the form of end user manuals.
End User	Party who was issued a License to use SecretHub.
End User Data	Data imported by End User in SecretHub or produced by End User using SecretHub (excluding any data made available by KeyLocker itself via or as part of SecretHub).
Error	A programming error in SecretHub which causes such SecretHub materially not to function in accordance with its then current Documentation, excluding incorrect functioning of SecretHub caused by events or circumstances for which KeyLocker is not responsible.
EULA	These end user license terms of KeyLocker for Licenses for SecretHub.
Intellectual Property Rights	All copyrights, patents, database rights, rights in trademarks designs, know-how, logos, confidential information and similar rights (whether registered or unregistered).
KeyLocker	KeyLocker B.V. a Dutch limited liability company with registration number 60796324 and as registered address Molengraaffsingel 10 Delft, the Netherlands.
KeyLocker Maintenance & Support Policy	The then current maintenance and support policy of KeyLocker for the relevant SecretHub which details the operational aspects of the Support Services.
SecretHub	A software application licensed by KeyLocker to End User as further described in the relevant Documentation.
License	A license granted to an End User to use SecretHub pursuant to the terms of the applicable EULA.
Offer	Written offer issued by an authorised representative of KeyLocker for the provision of a License to the End User.
Order	Offer which is accepted by the End User or other mutual signed document between an authorised representative of KeyLocker and End User for the issuing a License to End User for SecretHub.
Security Device	A software or hardware key (such as a 'dongle' or usb stick) that unlocks the licensing management software integrated in the relevant SecretHub enabling the End User to operate SecretHub on or via the computer on which the Security Device is installed.
Services	All services of KeyLocker including the issuing of Licenses and Support Services.
Support Services	The standard support services provided to End User for SecretHub.

2.   LICENSE TERMS

2.1.   <u>License grant:</u> If End User is granted a License to use SecretHub, such License will be personal to End User, non-transferable, non-exclusive, for its own internal business purposes, for the expressly permitted scope of use as set out in the Order and subject to the usage limitations set out in such Order and in the EULA.

2.2.   <u>License scope:</u> End User shall only be allowed to make use of SecretHub within the License boundaries set out in the Order (so only within the number of computer, users or other quantitative boundary set out in the Order). Where a license to install SecretHub on one computer is allowed, such SecretHub may only be used on such computer itself and use may not be distributed to, or enabled over a network via other computers than the one licensed computer unless and to the extent such distributed or networked use is expressly allowed for in the Order.

2.3.   <u>Copies and modifications:</u> End User may not copy or use any part of SecretHub, including any concept, knowhow, data model, process flow or other proprietary aspect of SecretHub other than as required to be able to use SecretHub within the scope of the granted License, provided that a back-up copy may be made for business continuity purposes. Furthermore it is strictly prohibited to (try to) amend, modify or change, reverse engineer, decompile, modify or create derivative works of SecretHub or to enable or instruct third parties to do so, except to the extent such restriction is prohibited under applicable mandatory law.

2.4.   KeyLocker / licensor marking: End User will refrain from removing any product identification marks or copyright symbols or messages indicating KeyLocker's or its licensor's rights on any computer program, modules, modifications, manuals etc. connected with SecretHub.

2.5.   No use for/by third parties allowed: End User may only use SecretHub for its own internal business purposes. End User is allowed to use SecretHub for its intended purpose to support and secure its communications with third parties, but End User may not make the use of SecretHub available to any third party on any basis nor use SecretHub for the benefit of any third party on any basis including by reselling them or by combining them with the services provided by End User to third parties.

2.6.   Test/ beta/ evaluation license: Any License granted as a 'test'/ 'beta' / 'evaluation' License (or similar indication that the License is not a full commercial use license), shall be used by Licensee for the sole purpose of evaluation or testing of SecretHub and may not be used for normal operational / commercial use. Any such License is provided without warranty on an "as is" basis and without entitlement to any Support Services and may be revoked by KeyLocker at any time for any reason.

2.7.   Unlicensed use of SecretHub: Any use of SecretHub beyond the agreed usage scope by End User without prior agreement in an Order entitles KeyLocker to invoice End User for the additional usage made at KeyLocker's then current standard pricing for such expanded use and entitles KeyLocker to terminate the License for cause.

2.8.   Security Device: KeyLocker may protect SecretHub against unlicensed use by integrating license management software in SecretHub which blocks use of SecretHub unless a Security Device is installed on the relevant computer. Security Devices (both the hardware device and the software embedded therein) at all times remain the property of KeyLocker and title in the Security Device never transfers to the End User. Security Devices and possession thereof do not themselves grant or embody a License to use SecretHub they may technically enable. The right for End User to use SecretHub and the scope of use licensed is governed exclusively by the terms agreed in the Order and this EULA. On termination or expiry of the License, the Security Device must immediately be returned to KeyLocker.

2.9.   **WARNING**: End User data stored in SecretHub can be encrypted by End User by means of cryptographic keys generated by End User. End User should carefully handle such keys and ensure back-up copies of those keys are safely stored and handled by End User. KeyLocker is not able to regenerate such keys in case they are lost and therefor the loss of such keys can lead to End User permanently losing access to End User Data stored in SecretHub.

3.   WARRANTY AND SUPPORT SERVICES
3.1.   License "as is": SecretHub is licensed to End User by KeyLocker "as is", without any warranty, of any kind by KeyLocker including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement and use of SecretHub is entirely at End User's own risk, provided that:

   a. If End User procured Support Services from KeyLocker for SecretHub, then KeyLocker commits to use its reasonable efforts to address and resolve all material Errors in SecretHub in accordance with the KeyLocker Maintenance & Support Policy; and

   b. KeyLocker will indemnify and hold End User harmless from any claim from a third party that the use of SecretHub by the End User infringes any third party's Intellectual Property Rights in accordance with clause 5 below.

3.2.   Support Services: End User is only entitled to receive Support Services from KeyLocker for SecretHub if it procured the Licenses for SecretHub directly from KeyLocker and not via a partner of KeyLocker and End User procured Support Services from KeyLocker under such Order for such SecretHub. If KeyLocker pursuant to an Order agreed to provide Support Services for SecretHub licensed to End User, then such Support Services will be governed by the Terms of Services of KeyLocker and provided in accordance with the KeyLocker Maintenance & Support Policy. If End User procured Licenses from a third party reseller, KeyLocker is not responsible or liable in any way or form to provide any Support Services or other services to End User.

4.   IP RIGHTS
4.1.   Ownership SecretHub: All Intellectual Property Rights in or related to SecretHub, and any modifications thereto, including those suggested or requested to be made by and/or paid for by End User (but excluding any End User Data) are and will remain to be fully and wholly owned by KeyLocker and its licensors.

4.2.   Ownership End User Data: All data which End User uploads in SecretHub or requests KeyLocker to upload in SecretHub are considered End User Data and are and will remain to be fully and wholly owned by End User and its licensors. KeyLocker will not use the End User Data for any other purpose then to provide the Services to End User, to manage, maintain and improve the Services and to comply with applicable laws.

5.   IP INDEMNITY
5.1.   IP indemnity commitment: As far as KeyLocker is aware, SecretHub does not infringe upon any third party Intellectual Property Rights when used in accordance with the applicable License terms.

KeyLocker shall, as sole and exclusive remedy, defend the End User at its expense against any claim from a third party that the use of SecretHub by the End User infringes any third party's Intellectual Property Rights (**IP Claim**).

5.2. <u>Conditions for IP indemnity</u>: KeyLocker shall pay all costs, damages and attorney's fees that a court finally awards to the third party making the IP Claim, or make all payments related to a settlement agreed by KeyLocker with such third party concerning such IP Claim, provided that:

 a. Such IP Claim is not in any way caused by any End User Data or by any act or omission of End User;

 b. End User did not violate the applicable usage terms for SecretHub as specified in the EULA;

 c. End User promptly notifies KeyLocker in writing of such IP Claim; and

 d. End User allows KeyLocker to control, and fully co-operates with KeyLocker in, the defence against such IP Claim and any related settlement negotiations.

5.3. <u>Resolving infringement</u>: If an IP Claim is made or in the reasonable opinion of KeyLocker is likely to be made then, at KeyLocker's option:

 a. KeyLocker will procure a license from the holder of the relevant Intellectual Property Rights to enable the End User to continue to use the Services; or

 b. KeyLocker will replace the relevant part to SecretHub with a modified version thereof, which does not infringe the third party Intellectual Property Rights; or

 c. KeyLocker may terminate the relevant Order in part or in whole against a proportional repayment to End User of the fees paid by the End User for the relevant SecretHub (applying for fees paid for perpetual Licenses a linear depreciation of the paid license fee over a 3 year period).

6. PRICE AND PAYMENT

6.1. <u>Fees</u>: Fees payable for Licenses are as set out in the Order for such Licenses and in absence thereof as set out in the then current standard pricelist of KeyLocker.

6.2. <u>Taxes and costs</u>: All prices of KeyLocker are, unless explicitly otherwise agreed, set and invoiced in euro, exclusive of turnover tax (VAT) and other applicable taxes, tariffs or withholding taxes, levies or duties imposed by governmental authorities. Pricing of Services is excluding applicable transportation, travel and accommodation costs which will be charged separately as incurred to provide the agreed Services except as explicitly agreed otherwise in the relevant Order.

6.3. <u>Payment terms</u>: Unless otherwise agreed in the relevant Order, fees for Licenses are invoiced on agreement of the Order for such Licenses. The End User shall pay each invoice within thirty (30) days after the invoice date. The End User shall not be entitled to set off any counterclaims or to suspend payment of an invoice.

6.4. <u>Late payment consequences</u>: If any amount that is due to KeyLocker is not paid in time, this will be considered as a breach of contract and End User will automatically be in default. No notification or summons from KeyLocker will be necessary and End User will, once in default, be fully liable for legal interests (according to the current Dutch legal interest rate for businesses) on the outstanding amounts and all reasonable costs incurred by KeyLocker in its attempt(s) to collect payment, including the costs of lawyers, legal advisors, collection agencies, bailiffs etc. KeyLocker reserves the right to suspend Services in case of non-payment of an invoice by End User in case payment of the outstanding invoice is not made within 10 Business Days after KeyLocker has send a written reminder to End User to pay the outstanding invoice.

7. TERM AND TERMINATION

7.1. <u>License term</u>: The license term is set out in the Order, and may be perpetual, for a limited term or subscription based. Orders for Licenses will specify the initial and renewal terms for the term of the License and in absence of any explicit initial and renewal term, will be deemed to have been granted for an initial term of one year with subsequent renewals for additional one year terms until either party gives at least 3 months prior written notice of its intent not to renew the License for an additional one year term.

7.2. <u>Termination of License for cause</u>: KeyLocker may terminate any License by written notice at any time if End User materially breaches the terms of the License. This remedy shall not be exclusive and shall be in addition to any other remedies which KeyLocker may have under the EULA and Order.

7.3. <u>Termination of License in case of unauthorised transfer</u>: Any purported transfer or assignment of any Order or the Licenses granted thereunder by End User or other action by End User, including where this occurs as a result of End User's bankruptcy, insolvency, or liquidation or as a result of an assignment of End User's assets for the benefit of creditors shall be void and the Order and the Licenses granted thereunder shall thereupon automatically terminate without further notice or action by KeyLocker.

7.4. <u>Discontinuation</u>: KeyLocker may early terminate the then current term of a subscription or License for SecretHub or Service and the related Orders in whole or in part in case KeyLocker decides to end support for the relevant License or Service for all its End Users generally in the relevant region. KeyLocker will in such case use its reasonable effort to provide at least 6 months prior notice of such

termination. Where possible KeyLocker will offer a migration path for End User to alternative SecretHub or Service replacing the terminated SecretHub or Service which End User will be free to accept or reject. In case KeyLocker terminates a License or Service prior to the end of the then current term agreed for the relevant License or other recurring Service and KeyLocker cannot offer such migration path or if the migration path is rejected by End User, then KeyLocker will proportionally credit any fees pre-paid by the End User for the relevant Service for the period after KeyLocker has terminated support of or the License for such SecretHub or Service. In case of a termination of Support Services for perpetual Licenses within 3 years after such perpetual licenses were granted to and paid for by End User, the prepaid License fees will be proportionally credited on the basis of a linear depreciation of the License fee over a period of 3 years.

7.5. Effect of License termination: Within ten (10) days of the date of expiration or termination of a License, End User shall return all copies of SecretHub to KeyLocker or, if requested by KeyLocker, destroy such SecretHub and certify in writing to such return or destruction. Under no circumstance will a termination of a License or Order lead to an obligation for KeyLocker to return or credit any invoiced and/or received fees from End User except as expressly otherwise set out in the EULA or the Order.

8. LIMITATION OF LIABILITY

8.1. Liability limit direct damage: The total liability of KeyLocker under any Order and in connection with any License for breach of contract, tort or under any other legal theory in any calendar year is limited to an amount equal to 50% of the total fees actually paid by End User to KeyLocker during the previous full calendar year under the Order (or if no Services were provided in the previous calendar year to End User under the Order, the total fees paid in the initial 6 months of the term of the Order).

8.2. Exclusion liability indirect damage: KeyLocker shall under or in connection with any Order and in connection with any License for breach of contract, tort or under any other legal theory not be liable towards End User or towards third parties for any indirect or consequential damage, damage to data, lost turnover, lost profits, lost savings or damage to good name, whether such damages arise under a tort, contract or other claim. KeyLocker expressly and fully disclaims liability for any damage resulting from the use of SecretHub in the business and operations of End User. KeyLocker cannot and does not warrant that SecretHub is free of Errors and/or 100% secure.

8.3. Indemnity third party claims: The End User will indemnify and hold KeyLocker harmless from any third party claims and related reasonable legal costs caused by or in any way related to End User's use of SecretHub, except where this concerns an IP Claim. With respect to IP Claims, KeyLocker will indemnify and hold End User harmless in accordance with clause 5 above.

8.4. No limitation: The limitations mentioned in the preceding paragraphs of this clause shall not apply if and insofar as the damage or injury are the result of intentional misconduct of KeyLocker.

8.5. Employees and subcontractors: The provisions in this clause 8 shall also apply for the benefit of the employees of KeyLocker, the subcontractors utilized by KeyLocker in executing its obligations toward the End User and KeyLocker's third party licensors whose products KeyLocker sublicenses as part of SecretHub.

9. MISCELLANEOUS

9.1. Rejection of third party purchasing terms: The applicability of the End User's purchasing or other general terms and conditions is expressly rejected. If the End User accepts an Offer or requested an Offer with reference to additional or deviating terms or conditions of End User (such as purchasing terms of the End User), then such deviating or additional terms shall not apply between the parties unless these are explicitly accepted in a written statement issued and signed by an authorized representative of KeyLocker. In any case the terms of the Offer itself, including these general terms of KeyLocker, shall take precedence over any deviating terms and conditions of the End User.

9.2. Audit right: KeyLocker may install, enable and utilize automated license tracking, management and/or enforcement solutions with SecretHub, which End User may not disrupt or alter. At its expense and with reasonable written notice to End User, KeyLocker or a third party appointed by KeyLocker may audit the books, records and the systems on which SecretHub is installed for the sole purpose of ensuring compliance with the License terms and limitations. All audits shall be conducted during regular business hours at End User's offices and shall not interfere unreasonably with End User's activities. If any audit reveals that End User has underpaid License fees or fees for Support Services, End User shall be invoiced for all such underpaid fees based on KeyLocker list price in effect at the time the audit is completed. If the underpaid fees are in excess of five percent (5%) of the fees previously paid by End User for the period during which End User made unlicensed use of the KeyLocker product, then End User shall also pay KeyLocker's reasonable costs of conducting the audit.

9.3. Export restrictions: End User will not import, export, or re-export directly or indirectly, any part of SecretHub in violation of the laws and regulations of any applicable jurisdiction.

9.4. Applicable law: These terms and conditions and all agreements to which they apply shall be governed by the laws of the Netherlands.

9.5.   <u>Dispute resolution</u>: All disputes arising in connection these terms or any agreement they are applicable to, shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam the Netherlands.

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