



MASTER AGREEMENT SUBSCRIPTIONS

(July 2020 version)

This master agreement ("Agreement") applies to your purchase and your continued use of these services.

By accepting this agreement, you agree to the terms of this agreement. If you enter into this agreement on behalf of a company or (other) legal entity, you cert for your authority to bind that entity and its affiliates to these terms, in which case the terms "You" and "Your" will refer to that entity and its affiliates. If you do not have this authority, or if you do not agree to these terms, you must not accept this agreement and may not use the services.

You are not permitted to access the Services if you are our direct competitor, except with Our prior written consent. In addition, you may not be able to access the Services for monitoring its availability, performance or functionality, or for other purposes of benchmarking or competitive goals.

This Agreement was last updated on 1 February 2020. The Agreement shall be in force between you and Us as of the date on which you accept this Agreement.

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1 Definitions

- (i) "Purchased Services" means Services that you or affiliated entities purchase through a digital Order Form.
- (ii) "Subscription" means the subscription you are taking out with Us to use the Services. Without Subscription, you won't be able to purchase Services. In the applicable digital Order Form, you sign a Subscription for one (1) or more Users.
- (iii) "Order Form" means the (electronic) order documents for purchases under this Agreement, including the addenda thereto, which are entered into from time to time between you and Us. Order forms shall be deemed to be part of this Agreement by reference.
- (iv) "Users" means people who are authorized by you to use the Services, for whom subscriptions to a Service have been purchased and who are provided with user identifications and passwords by you (or us at your request). Without being limited to this, Users may include your employees, advisors, contract employees, and agents, or third parties with whom you do business.
- (v) "User Guide" means the online user guide for the Services, accessible via www.riskexplorer.international, as updated from time to time. You confirm that you have had the opportunity to view the User Guide.
- (vi) "Affiliate" means an entity that has direct or indirect control over one of the Parties to this Agreement or an entity controlled, directly or indirectly, by or under joint control of one of the Parties to this Agreement. 'Control' within the meaning of this definition means ownership or management of more than 50% of the voting rights in an enterprise directly or indirectly.
- (vii) "Malicious Code" means viruses, worms, time bombs, Trojans and other malicious code, files, scripts, 'agents' or programs.
- (viii) "Services" represent our online, web-based applications and web-based platform at www.riskexplorer.international and/or other designated websites as described in the User Guide.
- (ix) "You" or "Your" means the company or (other) legal entity for which you accept this Agreement, and affiliated entities of that company or legal entity. "Your data" means any electronic information or information you provide to or enter into the Purchased Services.
- (x) "We", "Us" or "Our" means the Risk Explorer B.V. company as defined in Article 11 (With Whom You Contract, Notices, Applicable Law and Competent Court).



2 Services purchased

2.1 Delivery of Purchased Services

We will make the Purchased Services available to you in accordance with the provisions of this Agreement and the applicable Order Forms during the subscription term. You agree that your purchases under this Agreement do not depend on the provision of any future functionality or characteristics, nor are subject to any oral or written public statements made by Us regarding future functionality or characteristics.

2.2 Users

In the applicable Order Form, you purchase the Purchased Services as a Subscription for the number of agreed Users.

Users subscriptions are for designated Users only and cannot be shared with multiple Users or used by more than one User, but can be reassigned to new Users who replace previous Users who no longer use the Services.

2.3 Price adjustments

The Subscription Price, subject to annual indexation, remains unchanged during the subscription's agreed contract term. If we wish to adjust the Subscription Price on renewal, we will notify you in writing (via e-mail) of the price adjustment at least 14 days before the renewal; in that case, the price adjustment shall apply from the time of that renewal and thereafter.

In the event of a price adjustment (with the exception of indexation as referred to in Article 2.4) as defined above, you have the right to terminate the contract before renewal. A cancellation must be given in writing via the e-mail address: info@riskexplorer.international

2.4 Indexing

We are entitled to index our prices annually from 1 January by a percentage equal to the wages index, contractual labor costs and working hours as published in November by the CBS with the basis 2010=100.



3 Use of the services

3.1 Our Responsibilities

We will: (i) Provide you with basic support for the Purchased Services without charging any additional fees and/or more comprehensive support if purchased separately, (ii) make commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, excluding periods of: (a) scheduled unavailability ('downtime') (of which We will provide at least 8 hours notice in advance through the Purchased Services and what periods we will schedule as far as practically possible out of hours, Monday to Friday, before 08:00 Central European Time ("CET") and after 17:30 CET or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts or god, acts of government, flooding, fire, earthquakes, civil unrest, terrorist acts, strikes or other labor problems (except those involving Our employees) or failure or delays of Internet service providers and (iii) provide the Purchased Services only in accordance with applicable laws and regulations and government regulations.

3.2 Your Responsibilities

You (i) are responsible for the compliance by Users of (the provisions of) this Agreement, (ii) are responsible to the exclusion of others for the accuracy, quality, integrity and legality of your Data and for the way in which you obtained your data, (iii) will make commercially reasonable efforts to prevent unauthorized access to or use of the Services, and you will immediately notify Us of such unauthorized access or use and (iv) the Service will in accordance with the provisions of the User's Guide and applicable laws and regulations and government regulations. You will not (a) make the Services available to others than

Users, (b) do not sell, resell, rent, or lease the Services, (c) do not use the Services to store, transfer, or transmit material in violation of third-party privacy rights, (d) do not use the Services to store or transmit Malicious Code, (e) do not interfere with or interrupt the integrity or provision of the Services or the data contained therein from third parties and (f) do not attempt to obtain unauthorized access to the Services or related systems or networks.

3.3 Restrictions on Use

Services may be bound by other restrictions, such as disk storage restrictions, the number of times you may call Our application programming interface, and, as regards Services that allow you to offer public websites, the number of page views by visitors to these websites. All of these restrictions, if any, are mentioned in the User Guide. The Services provide real-time information that allows you to monitor your compliance with these restrictions.



4 Subscription fees and payment

4.1 Subscription Fee

You pay all fees (plus VAT / Sales Tax) mentioned in all Order Forms related to this Agreement. Unless otherwise specified in this Agreement or an Order Form are:

- (i) all fees listed and payable in Euro;
- (ii) fees based on the purchase of Services and not on their actual use, and
- (iii) commitments are not cancelable and fees paid are not refunded.

The subscription fee is based on the period when the Services were available and the number of users (accurate in days).

4.2 Billing and Payment

You provide us with an (electronic) direct debit authorization of all amounts due under this Agreement. The authorization must be issued for a valid bank account, which is not blocked for direct debit, by indicating an IBAN number and electronic signature. The amounts due will be charged monthly in advance and collected on the first working day of the month. The amounts due under Subscriptions or new Users completed in the month will be collected on the first working day of the following month. You are responsible for providing complete and accurate billing and contact information regarding the Subscriptions.

4.3 Collection fees

In case Our direct debit is reversed regardless of the reason, the following applies:

- (i) We will send you a notice of default by e-mail.
- (ii) We will re-offer the amounts due under this Agreement for direct debit on the first working day after 10 calendar days from the date of the reversal.
- (iii) Should the second direct debit also be reversed, a final direct debit attempt will take place on the first working day after 10 calendar days from the date of the second reversal.
- (iv) If payment has not yet been made, we will, without limitation of our other rights and entitlements, suspend the (provision of Our) Services until the amounts due have been paid in full. The collection and reminder costs resulting from this step will be charged to you and shall in any case cover a fee for: (a) interest for late payments at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted under laws or regulations, which of the two is lower, from the date payment is due until the date of payment, and (b) administration costs for a maximum of 15% of the amounts due and at least 40 euros (€ 40.00).



- (v) If you have not paid within 1 month of the Services being suspended, any information you enter in or through the Services, and any adjustments made to the Services made to you during your Subscription Period, will be deleted.

4.4 Payment dispute

We will not exercise Our rights under Article 4.3 (Collection Fees) above if (i) the relevant fees and amounts are the subject of a reasonable and good faith dispute and (ii) You are reasonably cooperating sufficiently in resolving the dispute.

5 Property rights

5.1 Reservation of Rights

Subject to the limited rights expressly granted under this Agreement, all rights, titles and property in, on and of the Services, including all related intellectual property rights, remain with Us. Under this Agreement, no rights other than those rights expressly mentioned in this Agreement shall be granted to you.

5.2 Restrictions

You will (i) not allow a third party to access the Services unless and to the extent permitted under this Agreement or order form, (ii) do not create derivative works based on the Services, (iii) do not copy any parts or content of the Services, "frame" it or "mirror" it, (iv) do not reverse engineer the Services, and (v) do not obtain access to the Services to (a) build or create a competitive product or service or (b) copy functionalities, features or graphics of the Services.

5.3 Ownership of Your Data

Between Us and You, you have the exclusive ownership of all rights, title and property in, on and of all your data provided that we are irrevocably entitled (i) to use your data with the aim of (further) enhancing, developing or expanding the Services and (ii) to use your anonymized data for commercialization of trend analyses.

5.4 Suggestions

We obtain a royalty-free, global, transferable, sub-licensed, irrevocable and perpetual license to use or include all proposals, improvement requests, recommendations, or other feedback given by you, including Users, regarding the use and operation of the Services.



6 Confidentiality

6.1 Definition of Confidential Information

As used in this Agreement, "Confidential Information" means any confidential information disclosed by one Party ("Disclosure Party") to the other Party ("Receiving Party") either orally or in writing, which is considered confidential or which can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. In any case, confidential information from you includes your data. In any case, confidential information from Us includes (information about) the Services. Confidential information from each of the Parties shall in any event include the terms and conditions of this Agreement and all Order Forms, business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Parties. Confidential information (other than your data) does not include information that

1. is or is known to the public without breach of any obligation which protects the Disclosing party,
2. was known to the Receiving Party prior to disclosure by the Disclosing Party without breaching any obligation to protect the Disclosing Party,
3. received from a third party without breach of any obligation to protect the Disclosing Party or
4. is or was independently developed by the Receiving Party.

6.2 Protection of Confidential Information

Unless otherwise permitted in writing by the Disclosure Party elsewhere, (i) the Receiving Party shall use the same level of care used to protect the confidentiality of its own Confidential Information of an equal nature (but in no case less than a reasonable degree of concern) not to disclose or use confidential information of the Disclosure Party for any reason or purpose other than those referred to in this Agreement, and (ii) the Receiving Party restricts access to Confidential Information of the Disclosure Party to those of its employees, contractors and agents who require (a) such access for purposes in accordance with the provisions of this Agreement and have concluded confidentiality agreements with the Receiving Party which includes confidentiality protections not less stringent than protection under this Agreement.

6.3 Protecting Your Data

Without limiting the above, we will implement and maintain appropriate administrative, physical and technical protections to protect the security, confidentiality and integrity of your data. We will not (a) modify your information, (b) do not disclose your information except when forced by law in accordance with Article 6.4 (Forced Disclosure) or as explicitly approved in writing by you, (c) only gain access to your data to provide the Services, prevent or resolve service or technical issues, or to your request in connection with customer support matters, or to achieve what is described in Article 5.3(i) and (ii).



6.4 Forced Disclosure

The Receiving Party shall be entitled to disclose confidential information of the Disclosure Party if it is compelled to do so under the laws and regulations, provided that the Receiving Party gives the Disclosure Party prior notice of such forced disclosure (to the extent permitted by law and regulations) and provides reasonable assistance, at the expense of the Disclosure Party, if the Disclosure Party wishes to defend itself against the disclosure. If, under laws and regulations, the Receiving Party is forced to disclose the Confidential Information of the Disclosure Party in a civil procedure in which the Disclosure Party is a party and the Disclosure Party does not challenge the disclosure, the Disclosure Party will reimburse the Receiving Party for the reasonable cost of compiling and giving secure access to such Confidential information.

7 Guarantees to disclaim

7.1 Our Guarantees

We guarantee that (i) the Services will operate substantially in accordance with (the provisions of) the User Guide, (ii) will not substantially reduce the functionality of the Services during a Subscription Period. For any violation of such a guarantee, your exclusive remedy will be as provided for in Article 10.2 (Dissolution) and Article 10.3 (Repayment or Dissolution Payment) below.



7.2 Guarantees for both parties

Each Party guarantees that (i) it was authorized to enter into this Agreement and (ii) it will not send a Malicious Code (except Malicious Code previously sent to it by the other Party) to the other Party.

7.3 Disclaimer

We do not guarantee that the software made available to you is suitable for the actual and/or intended use by you. We are never, ever responsible for the accuracy and completeness of the advice your customer receives.

Nor do we guarantee that the software will work without interruption, errors or defects, or that all errors and defects will always be corrected.

Except to the extent expressly provided for in this Agreement, there are no guarantees of any kind between the parties, expressly or implicitly, under the law or otherwise applicable, and each Party specifically rejects all implied guarantees, including guarantees regarding the suitability of the information provided for a particular purpose, to the maximum degree permitted by applicable laws or regulations.

8 Mutual indemnification

8.1 Indemnification by Us

We will defend you against any claim or lawsuit ("Claim") made or brought against you by a third party who alleges that the use of the Services is permitted under this Agreement infringing the intellectual property rights of a third party or leads to unlawful use of these rights, and will compensate you for any damages ultimately awarded to you and for reasonable costs incurred by you to a lawyer in connection with such a claim; provided that you (a) inform us directly in writing of the Claim, (b) You give us full control over the defense and settlement of the Claim (provided that We are not allowed to settle a claim unless the settlement unconditionally relieves you of all liability); and (c) gives us all reasonable assistance, at our expense.

8.2 Indemnification by You

You will defend Us against any Claim made or brought against Us by a third party who alleges that your data or your use of the Services that violates the provisions of this Agreement infringes the intellectual property rights of a third party or leads to unlawful use of these rights or infringes applicable legal rules and will intrude us for any damages ultimately awarded to Us and for reasonable costs incurred by Us for a lawyer in connection with such a Claim; provided that We (a) inform you directly in writing of the Claim, (b) We give you full control over the defense and settlement of the Claim (provided that you are not allowed to settle a claim unless the settlement unconditionally absolves us of all liability); and (c) give you all reasonable assistance, at your expense.



8.3 Exclusive Opportunity for redress

This Article 8 (Mutual indemnification) shall include the exclusive liability of the compensatory party and the exclusive redress of the indemnity of the indemnified party in relation to the other Party in respect of the type of Claims referred to in this Article.

9 Limitation of liability

9.1 Limitation of Liability

Under no circumstances, except for intent or gross negligence, the total liability of each of the parties arising from or related to this agreement, on the basis of an agreement, an unlawful act or any other grounds of liability, will be in total greater than (i) the total amount of amounts paid by you under the agreement or, (ii) per isolated incident, depending on which of the two is the lowest: (i) € 10,000,- (say: ten thousand euros) or (ii) the amount you paid under the agreement during the 12 months prior to the incident. The foregoing does not limit your payment obligations under Article 4 (Fees and subscription payment).

9.2 Exclusion of Consequential Damage and Related Damage

Under no circumstances shall a party be liable to the other Party for lost or loss of revenue or for direct, indirect, special or incidental damage, consequential damage, collateral damage or additional damages by any cause, under a contract, an unlawful act or other liability basis, and whether the party has been warned of the possibility of such damage(s). The above limitation of liability shall not apply to the extent that it is not permitted under applicable law.

10 Duration and termination

10.1 Duration of the Agreement

This Agreement shall have a duration of 36 months unless otherwise agreed. This agreement will start on the day you accept it and will continue until your Subscription has ended. All User Subscriptions are automatically renewed for the same contract period, unless either party informs the other party at least 30 days before the end of the relevant subscription period that the subscription will not be renewed. A cancellation must be given in writing via the e-mail address: info@riskexplorer.international

10.2 Dissolution

A Party may terminate this Agreement (i) 30 days after written notification to the other Party of a material failure in the fulfilment of an obligation if such a deficiency has not been eliminated before the end of that period or without further notice if the other Party is in default or (ii) if the other Party becomes the subject of a bankruptcy request or any other legal proceedings relating to insolvency, under receivership or liquidation or a decision to dissolve.

10.3 Repayment or Payment in case of Dissolution



After a dissolution by you, we will refund you all prepaid fees relating to the remaining duration of all subscriptions after the date of termination. After our dissolution, you will pay all outstanding fees related to the remaining term in respect of all relevant Order Forms after the date of termination. Under no circumstances will any termination relieve you of the obligation to pay us the fees for the period prior to the date of termination.

10.4 Provisions after Termination

Article 4 (Subscription fees and payment), 5 (Property rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual safeguard), 9 (Limitation of liability), 10.3 (Repayment or Payment upon Dissolution), 11 (With whom you contract, notifications, applicable law and competent court) and 12 (General provisions) remain in force even after termination or expiry of this Agreement.

11 With whom you contract, notices, applicable law and competent judge

11.1 Who you are contracting with

You enter into a contract with:
Notifications should be sent to:
The applicable law is:
The competent judge(s):

Risk Explorer B.V.
Zomerdijk 9 E-D, 7942 JR Meppel
Dutch law
Dutch judge at District Court in Assen



11.2 Mode of Provision of Notifications

Unless otherwise provided for in this Agreement, all notifications, consents and approvals pursuant to this Agreement shall be made in writing and shall be deemed to have been made at: (i) the moment of personal handover, (ii) the second working day after dispatch by post, (iii) the second working day after dispatch by fax with acknowledgement of receipt, or (iv) the first working day after dispatch by e-mail (on the understanding that e-mail is not sufficient for notifications of or termination of a safeguard notice). Notifications to you will be addressed to the system administrator of your relevant Services account and in the case of billing notifications, to the billing contact you have indicated.

12 General provisions

12.1 Relationship between Parties

Parties are independent contractors. This Agreement does not establish a partner, franchise, joint venture, agency, fiduciary or employment relationship between parties.

12.2 No Third Party clauses

Third parties do not accede to this Agreement on the basis of a third-party clause in this Agreement.

12.3 (No) Distance from Right and Cumulative Remedies

If a party does not invoke a right accruing to him under this Agreement, or only with a delay, this does not mean that this party waives the right in question. Unless expressly provided otherwise in this Agreement, the remedies provided herein are in addition to, and do not exclude, any other remedies a party may have under law or law.

12.4

If any condition of this Agreement is held by a competent court in breach of the law or regulations, the Parties will replace this condition with a valid condition that preserves the purpose of the original condition as much as possible, but does not conflict with the law and regulations and the remaining conditions of this Agreement remain in force.



12.5 Attorney's Fees

At first request, you will pay all of our reasonable attorney's fees and other costs that we incurred for the collection of fees or fees owed to Us under this Agreement after your violation of Article 4.2 (Billing and Payment) or 4.3 (Collection Fees).

12.6 Transfer

Neither Party may transfer any of its rights or obligations under this Agreement, either by law or otherwise, without the prior written consent of the other Party (which will not be withheld on unreasonable grounds). Notwithstanding the foregoing, each of the Parties may transfer this Agreement in its entirety (including all Order Forms) without the consent of the other Party, to related entities or in connection with a merger, acquisition, corporate reorganization or sale of all or virtually all assets involving no direct competitor of the other Party. The sole defense of a party against an alleged transfer by the other Party contrary to the provisions of this Article 12.6 shall, at the choice of the non-transferring Party, terminate this Agreement after written notification to the transferring Party. In the event of such termination, we will refund you all prepaid fees for the remaining period of all subscriptions after the date of termination. Subject to the foregoing, this Agreement shall be binding and in force for the benefit of the Parties, their respective successors and parties to whom it has been transferred by an authorized manner.

12.7 Whole Agreement

This Agreement, including all annexes and addenda and all Order Forms, constitutes the entire agreement between the Parties and replaces all previous and contemporaneous agreements, proposals or notifications, in writing or orally, with regard to the content of this Agreement. No modification, alteration or waiver of any provision of this Agreement shall apply unless it has been made in writing and signed or electronically accepted by the Party against whom the modification, alteration or waiver should apply is stated. However, in the event of a conflict or contradiction between the conditions in this Agreement and annexes or addenda therein or any Order Form, the provisions of such an Annex, Addendum or Order Form shall prevail. Unless otherwise agreed in this Agreement, terms or conditions specified in a purchase order from you or any other document relating to your orders (excluding Order Forms) have not been incorporated into nor are any part of this Agreement and all these terms or conditions will be void.