

Appendix A – Terms and conditions per 1 January 2019

“We” or “CGE”: CGE Risk Management Solutions BV, with its registered office at Vlietweg 17V, 2266 KA, Leidschendam, the Netherlands.

“You”: the organization which you represent in the context of an agreement with us.

Each a **“Party”** and together the **“Parties”**.

1 Software Licensing conditions

See Appendix B – End User License Agreement.

2 Concluding an agreement with us

- 2.1 If we provide you with an offer for our products and/or services, your acceptance of our offer will establish an agreement with us. If you attach any terms or conditions to your acceptance, such terms will not apply to your agreement with us, except to the extent we would explicitly accept them in writing.
- 2.2 Our offers are valid for a period of 30 days, unless specified otherwise in the offer. These terms and conditions and our EULA apply to any offer made by us.
- 2.3 You personally represent and warrant to be authorized to represent your organization in the matter of concluding an agreement with us.

3 Invoicing and prices

- 3.1 You hereby authorize us to invoice via e-mail or otherwise electronically.
- 3.2 Upon receipt of your acceptance of our offer, we have the right to submit our invoice. Please supply any required information for invoicing with your purchase order or any other document formally confirming your acceptance of our offer.
- 3.3 Unless specified otherwise in our offer to you, we will invoice in advance.
- 3.4 All amounts are in Euro and exclusive VAT unless specified otherwise.
- 3.5 Our prices exclude all local taxes, any withholding taxes and any adjustment for differential between the Netherlands and local income tax levied on our consultants/products.

4 Payment terms

- 4.1 Amounts invoiced by us are due and payable within thirty (30) days after the invoice date, unless specified otherwise on the invoice.
- 4.2 If an amount invoiced by us is not paid within the payment term, statutory interest will be due in respect of the outstanding invoice without requiring further notice of default. In the event payment is not made on time, we are entitled to full compensation of both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof. We may also suspend your use of the software by disabling the activation code. We have these rights without affecting any other right we may have under applicable law.
- 4.3 A claim for payment becomes immediately due and payable in the event you are declared bankrupt, apply for a suspension of payment, substantially all of your assets are attached, or if you are liquidated or dissolved.
- 4.4 If you are considering paying via credit card, please note there is a 5% surcharge of the invoice total for administrative costs.

5 Limitation of liability

- 5.1 The entire liability of CGE, its affiliates, parent companies, subsidiaries, officers, directors, employees, agents or its suppliers, on whatever ground, including product liability, tort, contractual liability, and breach of warranty, shall be limited to direct damages, to the amount of fees actually paid by you for the use of the Software or for (maintenance, support, training or consultancy) services in the year the damaging event occurred, up to a maximum of 50.000 euro.
- 5.2 Lost profit, lost or damaged data, lost goodwill, and any (other types of) indirect damage cannot be recovered under this Agreement.
- 5.3 The limitations of liability contained in this article 5 shall not apply to the extent that the damage is the result of willful misconduct or gross negligence by the management of CGE.
- 5.4 In order to qualify for any compensation by CGE, you must notify CGE in writing of your loss or damage as

soon as possible after it has occurred. Any claims for damages against CGE shall expire by the mere passage of twenty-four months from the date on which the claim arose.

6 Training, courses & consultancy

6.1 All services in relation to training, courses and consultancy shall be provided on the basis of commercially reasonable efforts. The Supplier shall make commercially reasonable efforts to ensure that the course and services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. The Client accepts that the Supplier shall determine the content and scope of the course.

6.2 The Supplier expressly retains all intellectual property rights in respect of the documentation and the course, test and examination material.

6.3 The Client shall not be permitted to publish, exploit or reproduce information or parts of the documentation and/or course, test or examination material provided and/or extracts from the course, test or examination material provided without written permission of CGE.

7 Support & maintenance, if applicable

7.1 In addition to any license for the use of CGE's software, we may offer you optional support and maintenance services. Unless stated otherwise in our offer or at <http://www.cgerisk.com/support>, your purchase of support and maintenance will entitle you to:

- 1) Support by the helpdesk through email (support@cgerisk.com) or phone +31 88 1001350.
- 2) The helpdesk is able to provide technical support as well as methodological support.
- 3) The helpdesk is available on Monday to Friday between 9 am and 5 pm CET except for Dutch bank holidays.
- 4) Free updates (bug fixes) and free upgrades of the software within your license level.

7.2 Support and Maintenance renewals are based on the current price list.

7.3 Declining to renew the support and maintenance will allow for continued use of the software but a re-entry cost will apply if updating later.

8 Duration and termination

8.1 If our offer provides a fixed term, for example 12 months of support and maintenance in addition to a (perpetual) license, this means that neither party may terminate before expiration of that term, unless for cause, in the following circumstances:

- 1) upon the other Party's material breach of this Agreement and, in case of a remediable breach, if the other Party fails to cure such breach within thirty (30) days after receipt of written formal notice specifying the breach;
- 2) the other Party has applied for or received, whether provisional or not, a moratorium, or
- 3) upon the other Party ceasing to conduct business other than for reconstruction or amalgamation while solvent, or becoming or being declared by a bankruptcy court to be insolvent or bankrupt.

8.2 Upon termination of our agreement:

- 1) each Party shall return or destroy, at the other Party's request and option, all materials and information received from the other Party, except to the extent retention is required under imperative law;
- 2) you shall make payment of any amount still due and payable to us.

8.3 Termination or expiration of this Agreement shall not relieve either Party of any obligations which by their nature continue after the date of termination or expiration.

9 Processing and protection of personal data

9.1 Each Party shall comply with the laws and regulations applicable to its processing of personal data.

9.2 Our privacy policy is published at <https://www.cgerisk.com/privacy-policy>.

9.3 You acknowledge and agree that you will not request or instruct us to process personal data on your behalf and/or for your benefit, and we will not act as your processor. If we ever mutually agree otherwise, you must agree to a 'data processing agreement' in accordance with applicable law (art. 28 GDPR).

10 Applicable law and forum

10.1 This Agreement as well as all disputes arising out of or in connection with this Agreement shall be

governed by the laws of the Netherlands, without regard to any conflict of law provisions.

- 10.2 Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in The Hague, The Netherlands.

Appendix B – Software end user license agreement per 1 January 2019

BOWTIESERVER, BOWTIEXP, INCIDENTXP and AUDITXP

This End User License Agreement (hereinafter: the “Agreement”) applies to the BowTieServer, BowTieXP, IncidentXP and AuditXP Software and any accompanying documentation (collectively, the “Software”), (sub-)licensed to customers by CGE Risk Management Solutions B.V. (“CGE”).

Please read this Agreement carefully prior to using the Software. This Agreement has been supplied to you before you purchased your license to the Software. By installing, copying or using the Software you are consenting to become a party to this Agreement and agree to be bound by the terms and conditions herein. If you do not agree with the terms of this Agreement, do not install or use the Software.

1 License

- 1.1 Subject to all the terms of this Agreement, CGE grants you a limited, non-exclusive, non- sublicensable, non-assignable, non-transferrable license to install and use the Software provided to you by CGE. This license is at all times conditional to your payment of the applicable license fees, except in the event CGE has granted you a temporary, free trial license. The licenses and any applicable restrictions may differ depending on the specific Software product involved, as set forth in this Agreement.

2 BowTieXP, IncidentXP and AuditXP Licenses

- 2.1 BowTieXP licenses are named user licenses. You may install and use the Software on a single computer or other device and install an additional copy of the Software on a second, portable device. The use of this additional copy is exclusively restricted to the same user of the first licensed copy of the Software.
- 2.2 You may access and use your licensed copy of the Software by using remote access technologies (such as remote desktop features). This access and use with

a remote access device is exclusively restricted to the primary user of the device hosting the desktop. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

- 2.3 You may transfer a license from one end user within your company to another end user within your company, but only if you have a valid support and maintenance contract. In order to initiate the transfer, you must submit a request to us. If your eligibility is verified, we will provide a new activation code or other method to effectuate the transfer. The copy of the previous end user will be deactivated and may no longer be used.
- 2.4 You may transfer your rights under this Agreement to another party, provided it is a permanent transfer and provided you transfer this Agreement including this license, the Software and any related documentation, to a party who agrees to accept the terms of this Agreement. Immediately after the transfer: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control and 4) you will inform CGE of the transfer of this license.

3 BowTieServer Licenses

- 3.1 The software is licensed based on:
- 1) The number of BowTieServer instances you run;
 - 2) The number of people that access the software and what software modules they use (such as web viewer, audits, hazid, etc.), either concurrently or in total.
- 3.2 You must acquire an instance license for each instance you will run. You must acquire and assign a Client Access License (CAL) for each user that accesses the server software directly or indirectly. Each module has its own CALs. For example, if you need a single instance and have 10 people access the web viewer module and have 25 people access the audits module, you require one BowTieServer instance license along with 10 named user web viewer CALs and 25 named user audit CALs. You can also use a pool of concurrent web viewer CALs to replace the named user CALs. “Instance” means an

image of software that is created by executing the software's setup or install procedure or by duplicating an existing instance, and normally consists of a connection to a single database with the correct schema as well as a single (web) server with the BowTieServer Software installed on it.

- 3.3 **NAMED USER CALS AND CONCURRENT CALS.** A named user CAL is assigned to a specific (named) user. A concurrent CAL is assigned to a user from a pool of free CALs when the user requires said CAL (by accessing the module) and is released to the pool after a predetermined amount of time of non-use. In case no free concurrent CALs are available, the user is denied access.
- 3.4 **REASSIGNMENT OF NAMED USER CALS.** You may reassign your named user CALs within an instance from one user to another within your organization. Named user CALs are assigned to user groups in the Software. You may change group memberships freely, effectively reassigning the named CALs.
- 3.5 **MULTIPLEXING.** Hardware, software or any other automated or manual mechanism you use to pool connections, reroute information, reduce the number of users that directly or indirectly access or use the software, or reduce the number of users the software directly manages, (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- 3.6 **THIRD-PARTY HOSTING.** You may have a third-party host the software on your behalf solely for access by you. You may not permit your third-party hosting vendor to allow access to the Software by unaffiliated third parties except as otherwise allowed by this agreement. If your third-party hosting provider is responsible for installation, configuration and/or management of the Software, and does not merely provide computing resources by which you can perform such tasks yourself, your hosting provider must agree to be bound by the terms and conditions in this agreement. You may not use the software for business process outsourcing purposes. "Affiliate" means any legal entity that owns, is owned by, or that is under common ownership with a party; "ownership" means more than 50% ownership.
- 3.7 **PREREQUISITES.** The Software requires certain prerequisites to be installed or be available before it

will function correctly, such as but not limited to Microsoft SQL Server and Microsoft Internet Information Server. That software is not part of this license agreement and it is your own responsibility to acquire licenses, install and configure them so that the BowTieServer Software can run correctly. The documentation describes these prerequisites.

- 3.8 **CLIENT SOFTWARE.** In order to make full use of BowTieServer, you will require at least one BowTieXP license to upload and configure certain data.
- 3.9 **BACKUP COPY.** You may make up to two extra instances of the software for backup and testing purposes, so long as such instances are not used in production and the use is for your internal backup and testing only.

4 Restrictions of use

- 4.1 Except as expressly permitted in this Agreement or by applicable law, you agree not to reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make available (including by rental, Software-as-a-Service models or otherwise), make copies, create derivative works from, distribute or provide others with the Software in whole or in part.
- 4.2 You may transfer your copy of the Software from the device where it was originally installed to a different device. Immediately after the transfer, you must completely remove the Software from the former device.
- 4.3 In order to be able to verify that you have a licensed copy of the Software, the Software contains product activation technology which is designed to protect the Software against unlicensed use. In order to be able to activate your copy of the Software, you should follow the instructions that are presented to you during the installation and launch sequence. You may need to reactivate the Software if you modify your computer hardware or operating system.
- 4.4 Your rights under this Agreement will terminate automatically without prior notice from CGE if you materially fail to comply with any terms of this Agreement and CGE will be entitled to pursue any appropriate legal remedies. In such case: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease any and all use of the Software and 3) you will remove the Software from

the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control.

- 4.5 Because the usage right is coupled to an obligation to pay, CGE has the right to perform an audit to verify your compliance with these license terms. The audit shall be performed by an independent third party (such as a chartered accountant) in confidence. The auditor may only report the data relevant for the compliance verification to CGE. The costs of the audit shall be borne by CGE, unless the report reveals that you have failed to pay the right license fee or used the Software beyond of the scope of your license or without a valid license.

5 Your representations, warranties and indemnification

- 5.1 You represent and warrant that you have the legal right to enter into this Agreement and to comply with its terms; you will use the Software for lawful purposes only and in accordance with this Agreement and all applicable laws and regulations; you will not attempt to overcome any technical protection methods or security measures with respect to the Software; and you will always provide complete and accurate information as requested by CGE.
- 5.2 You indemnify and hold harmless CGE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and suppliers, against any third-party claims and all related liabilities, damages, settlements, penalties, fines, costs and expenses incurred by CGE or said parties arising out of or relating to your breach of any provision of this Agreement and/or any applicable laws and/or rights of third parties and/or use or misuse of the Software.

6 Disclaimer of Warranties

- 6.1 **Complex Software.** The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions. Therefore, the Software is provided “as is” and there are no warranties, claims or representations made by CGE, either express, implied, or statutory with respect to the Software, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose.

CGE does not represent or warrant that the Software will always be available, reliable, accessible, uninterrupted, timely, secure, accurate, complete or error-free. Because of this, CGE allows all prospective customers to test / trial the software and examine its performance before purchasing licenses.

- 6.2 You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment(s).

7 Limitation of Liability

- 7.1 The entire liability of CGE, its affiliates, parent companies, subsidiaries, officers, directors, employees, agents or its suppliers, on whatever ground, including product liability, tort, contractual liability, and breach of warranty, shall be limited to direct damages, to the amount of fees actually paid by you for the use of the Software in the year the damaging event occurred, up to a maximum of 50.000 euro.
- 7.2 Lost profit, lost or damaged data, lost goodwill, and any (other types of) indirect damage cannot be recovered under this Agreement.
- 7.3 The limitations of liability contained in this article 7 shall not apply to the extent that the damage is the result of willful misconduct or gross negligence by the management of CGE.
- 7.4 In order to qualify for any compensation by CGE, you must notify CGE in writing of your loss or damage as soon as possible after it has occurred. Any claims for damages against CGE shall expire by the mere passage of twenty-four months from the date on which the claim arose.

8 Changes to and new versions of the Software

- 8.1 CGE reserves the right to modify, alter and/or improve the Software, resulting in a new and improved version.
- 8.2 You have no right to use, and CGE has no obligation to make available to you, any subsequent versions of the Software you have purchased a license to, unless this right is conferred to you as a result of your purchase of support and maintenance services in addition to your license.
- 8.3 To use updates to the Software, you must first be licensed for the Software identified as eligible for the

update. After installing the update, you are required to cease the use of the original Software which formed the basis of your eligibility to update, except as part of the update Software.

9 Intellectual Property

9.1 The Software is protected by intellectual property rights (including, but not limited to copyrights and trade mark rights), pursuant to intellectual property laws. Title to and ownership of the Software are and shall remain the exclusive property of CGE and its suppliers, and except for the limited license to use the Software granted to you. CGE reserves all right, title and interest in and to the Software. This Agreement does not imply any transfer of intellectual property rights to you. You are not allowed to remove from and change in the Software any designation or sign concerning or including copyrights, trademarks, trade names or other intellectual or industrial property rights of CGE and/or its suppliers.

9.2 You acknowledge that any unauthorized copying or unauthorized use of the Software or intellectual property rights constitutes a violation of this Agreement and applicable intellectual property laws and is strictly prohibited.

10 Termination

10.1 This Agreement will be effective from the date that you accept the terms and provisions of this Agreement by installing, copying or using the Software, or any other action indicating your consent to this Agreement.

10.2 You have the right to terminate this Agreement at any time, under the conditions of this Agreement. Your termination of this Agreement shall not grant you any right to a refund of any amounts paid for your license.

10.3 Upon termination of the Agreement for any reason: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease and desist any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed, and you shall destroy all copies of the Software that are in your possession or under your control.

11 Miscellaneous

11.1 The terms set forth in this Agreement constitute the final, complete, and exclusive Agreement with respect to the Software and may not be contradicted,

explained or supplemented by evidence of any prior agreement, contemporaneous oral agreement or any consistent additional terms.

11.2 All provisions which must survive in order to give effect to their meaning, shall survive any expiration or termination of this Agreement, including without limitation all of your representations, warranties and indemnification obligations.

11.3 Should any part of this Agreement be held invalid by any court or tribunal, such invalidity shall not affect the validity of any remaining part, which will remain in full force and effect as if this Agreement had been executed without that part having been held to be invalid.

11.4 Whenever a new version (or patch) of the Software is released, it may be supplied with a new or modified End User License Agreement, which must be accepted in its entirety by the Licensee in order to become authorized to use the new version, without any further notification of the changes being required. If you have the right to receive new versions as part of a support and maintenance agreement, and you refuse to accept the (modified) terms applicable to the new version, you may terminate your support and maintenance agreement. This will not entitle you to a refund of any support and maintenance fees.

11.5 This Agreement as well as all disputes arising out of or in connection with this Agreement shall be governed by the laws of the Netherlands, without regard to any conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in The Hague, The Netherlands.