

SIGRID TERMS OF USE & CONFIDENTIALITY

These Sigrid Terms of Use & Confidentiality (hereinafter: *'Terms'*) are applicable between you (even if you are using our services on behalf of a company or other organisation) (hereinafter: *'User'*) and Software Improvement Group B.V. a private company with limited liability under the laws of the Netherlands, having its registered offices in Amsterdam (hereinafter: *'SIG'*). These Terms govern your access and use of SIG's software assurance platform, called Sigrid (the platform including its login portal (hereinafter: *'Inlog Portal'*), functionalities and other capabilities as made available to User by SIG from time to time hereinafter collectively referred to as: *'Sigrid Platform'*). These Terms also govern confidentiality arrangements between User and SIG as well as related matters.

1. DEFINITIONS

In addition to the definitions mentioned above and elsewhere in these Terms, the following wording(s) in these Terms have the following meaning:

'Parties' respectively *Party*: User and SIG, respectively User or SIG;

'User Content': any software code and related information and documentation of User if and to the extent (to be) uploaded to Sigrid after authorised accessing Sigrid via its Login Portal;

'Services': online subscription services made available as Sigrid Platform via the Login Portal, for a certain period of time and before any termination (by contract or law) as become effective, all this as agreed upon in writing with (the appropriate, authorised partner of) SIG.

2. TERMS

2.1 The Sigrid Platform is owned and developed by SIG, and provides the User who is authorised by (the appropriate, authorised partner of) SIG certain access and use of the Services of and on the Sigrid Platform.

2.2 These Terms shall apply to any and all use of the Sigrid Platform and its Login Portal Proposals, and related legal relationships. Regarding the legal relationships between User and SIG, Parties agree and recognize explicitly that no other general or other purchasing, delivery or other conditions shall apply thereto, other than these Terms.

2.3 If User does not agree to these Terms, the User should not access and otherwise use (any part of) the Sigrid Platform.

3. SERVICES

3.1 If User agrees to these terms, and User is current on the applicable fees related to the access and use of the Sigrid Platform with (the appropriate, authorised partner of) SIG, such authorised User is entitled to Services as made available from time to time.

3.2 User has the obligation to diligently and only use the Services within scope of these Terms, the written arrangements between User and (the appropriate, authorised partner of) SIG, and applicable law.

3.3 User is solely responsible for its own choices and actions on and regarding the Sigrid Platform, including without limitation the selection of representatives authorised to access and use it on User's behalf, User Content, application and its use of the Services and the (verification, interpretation, distribution, and other use of) related outputs thereof.

3.4 In order for SIG to provide the Services, User herewith grants SIG and its affiliates a non-exclusive, worldwide and royalty-free right to process the User Content within scope of the Services and these Terms, which grant SIG herewith accepts. The reproduction, permanent storage or retransmission of (any part of) the content of the Sigrid Portal are prohibited; however, permission is given to User for the downloading and temporary storage of (any part of) the content of the Sigrid Portal for the purpose of viewing it on a monitor or other device.

3.5 SIG has the right to update and otherwise amend the Sigrid Platform without further notice. SIG recommends that User regularly checks whether the Sigrid Platform has been amended. SIG also reserves the right to temporarily withdraw access to the Sigrid Platform at its reasonable discretion.

4. CONFIDENTIAL INFORMATION

4.1 Within scope of each Party's execution and related operations of the written arrangements between User and (the appropriate, authorised partner of) SIG, these Terms and applicable law, the one Party (hereinafter: '*Disclosing Party*') will or may disclose to the other Party (hereinafter: '*Receiving Party*') certain Confidential Information, which is by both Parties regarded as strictly confidential and proprietary. '*Confidential Information*' includes, but is not limited to, any material, documentation, software, data, information or know how (hereinafter collectively: '*Information*') disclosed by a Disclosing Party to a Receiving Party (such as, for instance, when it concerns User as Disclosing Party: User Content) or otherwise obtained by a Recipient Party hereunder or related hereto, either directly or indirectly via or on the Sigrid Platform, in writing, visually or another form, except for (the relevant part of such) Information that is already (i) in the public domain, or (ii) already independently developed by the Receiving Party, before it was provided.

4.2 The Receiving Party hereby agrees that, unless the Disclosing Party gives its explicit prior written authorization on a case to case basis (a) not to disclose Confidential Information, and prevent disclosure of Confidential Information to any third party or persons, except to employees and advisors of the Receiving Party who have a need to know within the Purpose, (b) to protect the other Party's Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own, (c) not to use the Confidential Information disclosed by the other Party for any other purpose than for the Purpose, and (d) to limit circulation of the Confidential Information disclosed by the other Party to such employees and advisors of the Receiving Party as have a need to know in connection with the Purpose. The Receiving Party shall exercise proper and due care regarding the processing and storage of the Confidential Information. For SIG, in its capacity as Receiving Party, the above-mentioned obligations in this clause will be exercised as per SIG's then most recent Information Security Policy as made available by SIG on [SIG Information Security Policy](#).

4.3 The Receiving Party shall be entitled to make any necessary (partial) disclosure of the Confidential Information where it is mandatory to do so by law or by any governmental or other regulatory authority, provided that where reasonably practicable, the Disclosing Party is given not less than five (5) working days' notice of such disclosures and the Receiving Party disclosing the Confidential Information uses its

best endeavors to obtain an assurance or order that such disclosed Confidential Information will be treated confidentially by the authority or person to which it must be disclosed.

4.4 At any time on receipt of a written request from the Disclosing Party, the Receiving Party shall immediately return all Confidential Information (howsoever stored and whether in writing or any other means of storage) to the Disclosing Party or otherwise permanently destroy any copies thereof directly or indirectly in possession of the Receiving Party, which it shall confirm in writing these acts to the Disclosing Party. However, the previous sentence does not apply to Confidential Information that forms part of a secure backup or archive system.

4.5 To the extent personal data of User, SIG and/or third parties are involved, such data shall be processed in a proper, careful and safe manner within the limits of the statutory regulations and the rightful objectives of SIG and User respectively. Beyond the normal business activities of the one Party, that one Party shall otherwise not process any personal data of any nature or provide these to third parties other than with the prior and unambiguous permission of the other Party or to the extent that the law provides otherwise. Each Party shall arrange for its own appropriate technical and organizational measures to protect personal data from loss or from any form of unlawful processing.

4.6 All rights of intellectual property to User Content and other Information of User are and will remain the property of User. All rights of intellectual property of SIG to Information of SIG, including without limitation any outputs from the Services to the extent these do not concern User Content, are and will remain the property of SIG. User shall acquire no rights whatsoever other than explicitly described in these Terms. User is entitled to use the outputs from the Services within scope of the written arrangements between User and (the appropriate, authorised partner of) SIG, within scope of these Terms.

4.7 Nothing herein contained shall be construed as a grant by implication or otherwise, of a license by either Party to the other Party to make, have made, use or sell any information, product, software or services using Confidential Information or as a license under any patent, patent application, copyright or other intellectual property rights.

5. WARRANTY & LIABILITY

5.1 SIG is not responsible or liable for and does not in any way warrant the availability of, access to, or use of the Sigrid Platform, and that the Sigrid Platform will be uninterrupted, without delay, error-free, omission-free or free of viruses. SIG is also not responsible or liable for and does not in any way warrant that the Sigrid Platform is fully correct, accurate or complete. The Sigrid Platform is provided 'as is', without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability and fitness for a particular purpose. The use of the Sigrid Platform is for User's sole risk and account, except if and to the extent explicitly said otherwise in these Terms.

5.2 Related to any damages directly related to SIG as Receiving Party of Confidential Information of User, SIG is only liable for costs and other damages incurred by User as Disclosing Party in case of a material breach of obligations under these Terms if and to the extent caused by intent or gross negligence of SIG. Except for the previous sentence, SIG shall not be liable for (i) indirect damage (including but not limited to consequential loss, loss of profit, missed savings, loss of data, damage to data files and damage due to business interruption) or (ii) any other damage exceeding the total sum (excluding VAT) invoiced to User to the extent it is the financial consideration for the Services within scope of these Terms, which sum has been paid by User to (the appropriate, authorised partner of) SIG, pursuant to the applicable written agreement. Under 'other damage' as referred to in the previous sentence shall exclusively be

understood reasonable costs incurred by User (a) in order to determine the cause and extent of that 'other damage', (b) to prevent or limit such 'other damage'.

5.3 The Services to User provided by SIG as well as the related outputs shall be for the benefit of the User, and third parties shall have no rights relating thereto. User indemnifies and holds SIG harmless from and against any and all claims of third parties (including reasonable costs of legal assistance) relating to or arising in whatsoever manner from the activities carried out for the User.

5.4 A right of User to compensation will only arise if User has informed SIG accordingly in writing within thirty (30) days or immediately after User could discover in reason the arising thereof.

6. MISCELLANEOUS

6.1 These Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. No failure or delay by either Party in exercising any right, power or remedy hereunder, except as specifically provided herein, will operate as a waiver of any such right, power or remedy. In engaging and instructing third parties, SIG will in any event reasonably exercise the necessary due care.

6.2 The Services, these Terms and all related matters shall be exclusively governed by and construed in accordance with the laws of the Netherlands, without reference to conflict of laws principles. All disputes arising out or in connection therewith, and which cannot be solved through amicable negotiations shall be exclusively and finally settled by the competent court in Amsterdam, The Netherlands, without prejudice to the right of either Party to apply for disposition by summary proceedings and unless (i) SIG as plaintiff or petitioning party elects for the competent court of the domicile or place of business of User or unless (ii) User and SIG specifically agree in writing on a binding ruling or arbitration in the relevant case.

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