Master Services Agreement – Online Terms

Background:

(A) Intigriti is a SaaS and managed services provider, that operates a crowd security platform (the "**Platform**"), accessible at https://app.intigriti.com.

(B) The main Services delivered through the Platform are based on the concept of vulnerability disclosure programs. A vulnerability disclosure program is an online published statement from an organisation, stating that it is interested to receive, from ethical hackers, information about security vulnerabilities they may detect in the organisation's ICT systems. Often, where the received information is valuable to the organisation, it will offer a monetary reward (bounty) to the ethical hacker for the receipt of such information.

(C) The Intigriti Platform is set up as a communication tool, that enables organisations and ethical hackers (Researchers) to cooperate in the context of the organisations' vulnerability disclosure programs, in a coordinated manner.

(D) This MSA governs the Client's access to and use of the Platform, and any ancillary Services Intigriti will provide to the Client.

The Parties have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Capitalized terms used in this Agreement have the meaning as detailed in Appendix 1 - Definitions.

1.2. In this Agreement, unless provided otherwise and unless the context otherwise requires:

1.2.1. Any use of the words "includes", "including, "such as", "for example" (or any similar expression or any derivation thereof), mean that the words following are a non-exhaustive or illustrative list.

1.2.2. The appendices to this Agreement form an integral part of this Agreement and any reference to this Agreement includes the appendices and vice versa.

1.2.3. When using the expressions "shall use its best efforts" or "shall use its best endeavours" (or any similar expression or any derivation thereof), the Parties intend to refer to an obligation of means.

1.2.4. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.3. In case of any conflict, ambiguity or inconsistency between the parts of the Agreement, the following order of precedence will apply: (i) the clauses of the MSA shall prevail over the appendices attached to the MSA; and (ii) the MSA and its appendices shall prevail over the applicable Order Form(s); unless the Parties have otherwise agreed in writing, by expressly referring to the specific clauses or sections from which the deviation is agreed.

2. STRUCTURE OF THE AGREEMENT

2.1. This MSA (i) sets out the terms and conditions for all Services to be provided by Intigriti to the Client, as agreed in one or more Order Forms from time to time; and (ii) sets out a framework for the Client to engage Researchers to test the security of Asset(s) pursuant to a Program.

2.2. All Order Forms and Services are subject to the terms and conditions of this MSA and all Order Forms together with this MSA form the Agreement between the Parties.

2.3. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements, proposals and understandings, both written and oral, between the Parties with the same subject matter. No other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document) apply to the Agreement. Any variation to the Agreement and any representations about the Services shall have no effect unless expressly agreed in writing and signed by duly authorised signatories of Intigriti and the Client.

3. SCOPE OF THE SERVICES

3.1. In return for the Fees, Intigriti will provide the following Services in accordance with the applicable Subscription Level(s) during the applicable Subscription Term(s):

3.1.1. Platform access and License in accordance with clause 4 (Platform license);

3.1.2. Management and maintenance of the Platform in accordance with clause 12 (Platform provision and maintenance);

3.1.3. Triage in accordance with clause 6 (Triage Services);

3.1.4. Administration of Bounty Budget and payment to Researchers in accordance with clause 10 (Compensation of Researchers (Bounties and Base Bounties));

3.1.5. Such other Services as agreed upon in the applicable Order Form;

Together the "**Services**".

3.2. Each Party will notify the other if it anticipates the Client is likely to exceed its Subscription Level. Intigriti will then enable the Client to upgrade its Subscription Level, in accordance with then applicable prices. If the Client chooses not to upgrade its Subscription Level, it must avoid exceeding the Subscription Level. Intigriti may limit its provision of the Services to the Subscription Level and is not liable for any damages caused by doing so.

4. PLATFORM LICENSE

4.1. During the Subscription Term of the applicable Order Form Intigriti grants the Client a non-exclusive, revocable, limited, non-transferable, non-sublicensable right and license to access the Platform and use its functionalities by means of its Authorized Users, solely for the Permitted Purpose and in accordance with the terms of the Agreement and the Documentation (the "**License**").

4.2. Within the scope of its License, the Client is allowed to access and use the Platform functionalities for the purpose of publishing and managing its Programs, which includes but is not limited to (i) creating and publishing Programs; (ii) inviting members of the community of Researchers to participate in its Programs; (iii) receiving Submissions under its Programs; (iv) communicating with Intigriti and Researchers in the context of their Submission(s); and (v) in general to follow-up on Submissions in an organized manner (the "**Permitted Purpose**").

4.3. Unless otherwise agreed in the applicable Order Form, the License applies worldwide, it being understood however that (i) Intigriti makes no representation as to the legality of Ethical Hacking in any country or location other than such location where Intigriti or one of its Subsidiaries are located; (ii) the Client may not access the Platform and/or use the Services in and from any location where the Client knows or reasonably ought to know the receipt and/or use of the Services may not be permitted under local laws and/or may cause Intigriti to infringe any such local laws; and (iii) the Client may not access the Platform and Services to the extent that the laws of any country would require the Client to disclose Vulnerabilities to governmental, regulatory or security authorities, while at the same time limiting its right to disclose the same to other affected organisations and/or governmental authorities of other jurisdictions.

5. OPERATION OF THE PLATFORM

5.1. Setting up a Program.

5.1.1. For each of its Programs, the Client must complete a set of mandatory fields, such as a description of the target Asset(s) in scope of the Program, how to access such Asset(s), in scope and out of scope activities and applicable Bounties and/or Base Bounties (if any). Together with any other information, requirements and/or terms and conditions the Client adds to its Program, these will be part of the Client's Program Conditions, in accordance with clause 7.2 (Program Conditions).

5.1.2. By publishing a Program on the Platform, the Client invites, permits and authorizes the community of Researchers that have access to the Program to test the security of the Asset(s) in scope of such Program by means of Ethical Hacking, in accordance with the Researcher T&C and applicable Program Conditions. On participation in a Program, a Researcher accepts the Client's offer and a contract is formed between the Client and the Researcher to test the security of the Asset(s) in scope of the Program by way of Ethical Hacking. Intigriti is not party to the contract between the Client and the Researcher and will not be a party to any dispute between Client and Researcher. Any related claims of the Client must be made directly against the Researcher concerned.

5.1.3. By selecting a Program type and visibility settings, the Client may determine which Researchers are provided access to its Programs (for example all Platform visitors, ID-Verified Researchers only or a limited number of Researchers specifically selected by the Client). Intigriti will publish the Client's Program(s) in accordance with the settings the Client has selected.

5.1.4. Taking into account the Program visibility settings applicable in accordance with clause 5.1.3, Intigriti may display Program version history on the Platform, to enable Researchers to verify, the scope, Program Conditions and authorisations applicable at any point in time.

5.2. Vulnerability reporting

5.2.1. The Researcher T&C instruct that, when a Researcher identifies a Vulnerability in the context of a Program, it must promptly inform the Client by reporting the Vulnerability in a Submission.

5.2.2. Each Submission made to the Client in connection with its Programs is visible on the Platform to both the Client and Intigriti (including before Triage).

5.2.3. Upon the Client's receipt of a Submission, Intigriti will perform Triage in accordance with clause 6 (Triage Services).

5.2.4. Following notification under clause 6.6, the Client must review and confirm or reject its Submissions without undue delay.

6. TRIAGE SERVICES

6.1. Unless otherwise agreed in the applicable Order Form or where Triage is disabled or bypassed by the Client on the Platform, upon receipt of each Submission, Intigriti will use commercially reasonable efforts to:

- verify if the Submission discloses a Vulnerability and if it is reproducible;
- filter out duplicate and out of scope Submissions;
- if the Submission is unclear or incomplete, request the Researcher to provide additional information;
- Validate and/or correct the severity of the Submission;

together: '**Triage**'.

6.2. The Client may follow the communication regarding its Submissions on the Platform and may participate at its discretion.

6.3. To verify if a Submission discloses a reproducible Vulnerability, Intigriti may reproduce the steps as described by the Researcher in its Submission and any such additional steps that logically emanate from the description, where relevant by using Ethical Hacking techniques and which may include exploiting or attempting to exploit the Vulnerability in the Asset.

6.4. If it is or it becomes apparent to Intigriti that the reproduction of a submitted Vulnerability would pose a material risk for the Asset, then Intigriti will not or will not continue to reproduce the Vulnerability and will notify the Client in accordance with clause 6.5. In case of doubt, Intigriti will communicate with the Client and request the Client's confirmation as to whether reproduction should be continued in order to ensure that a Submission is correctly verified. If the Client fails to provide such confirmation or confirms that the Submission should be passed on to the Client without (further) reproduction, Intigriti will pause reproduction of the submitted Vulnerability. The Client shall provide such response and confirmations without undue delay.

6.5. Upon completion of Triage, or where Triage is paused in accordance with clause 6.4 of this MSA or not applicable, the Client will receive a notification of the relevant Submission in accordance with its Platform notification settings. Following receipt of such Submission notification, the Client shall validate the Submission by either accepting or rejecting it, without undue delay, in good faith, and in accordance with its Program conditions. Upon acceptance of a Submission that is eligible for a Bounty, Intigriti shall pay the applicable Bounty to the Researcher in accordance with clause 10 (Compensation of Researchers (Bounties and Base Bounties)). If, after two notifications from Intigriti, each sent at least five (5) days apart, the Client fails to reject or confirm a Submission without reasonable justification, Intigriti may validate such Submission on the Client's behalf.

6.6. Where, in connection with the Client's Programs, products or services may be ordered, or reservations

made, the Client is advised to add a specific process in the Program Conditions for that purpose (for example stating where the Researcher and/or Intigriti Triage team should have the products or services delivered, a return or expense policy and a contact address for any issues encountered in this context). In the absence of specific instructions, Intigriti may ship the goods to the Client's principal seat of business or, upon the Client's request, will return to the Client any goods received. Intigriti will invoice, without mark-up to the Client, any relevant costs and expenses in this context, such as purchase costs, courier costs and potential debt collection costs.

7. RESEARCHER T&C AND PROGRAM CONDITIONS

7.1. Researcher T&C

7.1.1. Upon their creation of a Researcher account on the Platform, a Researcher has to confirm their acceptance of the Researcher T&C, by means of a click-and-accept button.

7.1.2. The Researcher T&C set the default rules of behaviour that a Researcher has to comply with in the context of their access to the Platform and their participation in Programs.

7.1.3. The Client accepts and acknowledges that:

- The Researcher T&C contain default terms, which form a basis for bug bounty programs, but Intigriti does not ensure that the Researcher T&C will cover all situations possible or relevant in the context of vulnerability disclosure, penetration testing, bug bounty or other scenarios, nor that they are fit for the specific needs or preferences of the Client and/or its Programs;
- The Researcher T&C contain a default term on the applicable laws and courts competent to rule on any disputes between the Client and Researchers;
- Intigriti does not provide legal or contracting Services or advice and it is the Client's responsibility to assess whether the Researcher T&C are adequate, complete and sufficient for its intended purposes and its degree of risk aversion;
- the Client may add its own rules and conditions by means of Program Conditions and is advised to seek independent legal advice in relation to the same.

7.1.4. The Client accepts and acknowledges that the Platform is accessible online and Platform visitors that do not create a Researcher profile are not required to accept the Researcher T&C. If the Client publishes a publicly visible Program, the Client understands and accepts that the content of its Program will be visible for any Platform visitor, including those who have not registered and/or confirmed the application of the Researcher T&C.

7.1.5. Intigriti may update the Researcher T&C, from time to time. The current version will always be available on the Platform or on request to support@intigriti.com.

7.1.6. If Intigriti changes the Researcher T&C in a manner that substantially impacts the rights or obligations of the Client, then Intigriti shall inform the Client of such anticipated changes by e-mailing (the "Change Notice") the Client's principal contact address specified on the Platform and by displaying a notice on the Platform, each at latest fourteen (14) days before the changes take effect. If the Client reasonably determines that the changes are to its detriment in an unacceptable manner, then the Client may terminate the Agreement with immediate effect by means of a written notification, to be provided to Intigriti withing no more than fourteen (14) days from the Change Notice. The Client's notice of termination must state which changes are to the detriment of and not acceptable to the Client and (if not inherently clear) a brief explanation why. If the Agreement is terminated in accordance with this clause 7.1.6, then Intigriti shall refund to the Client any pre-paid subscription Fees pertaining to the period after such termination becoming effective.

7.2. Program Conditions

7.2.1. The Client may determine the scope and rules a Researcher needs to comply with if it participates in a Client Program, by means of Program Conditions.

7.2.2. The Client is free to vary the Researcher T&C in its Program Conditions but any such variation must be clearly stipulated in the Program Conditions and must not remove or diminish the fundamental permissions, authorisations, rights and licenses required by Researchers to test the security of Asset(s) in scope of a Program by means of Ethical Hacking. The Researcher T&C will stipulate that the Client's Program Conditions will prevail over any conflicting terms in the Researcher T&C. The Client cannot vary the provisions of clause 11 (Program Responsibility and requirements) vis a vis Researchers or Intigriti by way of the Program Conditions.

7.2.3. The Program Conditions apply between the Client and Researchers only, and will not apply to Intigriti, unless to the extent expressly so determined in this MSA.

7.2.4. By using the available functionalities of the Platform, and if included in the Client's Subscription Level, the Client can choose to impose certain parts of its Program Conditions on Researchers, by means of a click-and-accept button.

8. Researcher Relationship

8.1. Intigriti provides the Platform as a communication Platform and to enable the Client to connect with Researchers. The Client accepts and acknowledges that Researchers operate on the Platform on an independent and voluntary basis and not as a Representative or subcontractor of Intigriti.

8.2. Intigriti is not responsible and/or liable for Researcher's Submissions, their activities of Ethical Hacking and/or for any other actions or omissions of Researchers.

8.3. Intigriti is not responsible for Researchers' obligations in connection with tax or social security payments, remittance of VAT or otherwise.

8.4. Researchers may have various backgrounds and any level of experience and expertise and may or may not be professionally active in cybersecurity.

8.5. The Client will be able to limit and/or specifically select the pool of Researchers that are provided access to its Programs, in accordance with clause 5.1.3.

8.6. Researchers freely determine in which Programs they participate and independently determine the time, timeframe and efforts they are willing to devote to such Programs.

9. ID Verification

9.1. On registration on the Platform, a Researcher is invited to share their identity details (minimally name, last name) with Intigriti. Except in the application of the Identity Verification Process, submitted identity details are not verified and Intigriti does not ensure that the identity details of any Researcher are true, complete and/or accurate.

9.2. Researchers are not required to but can, at any time, request to become ID Verified. To become ID Verified, a Researcher must pass a validation procedure with an external identity authentication provider (the "Identity Verification Procedure"), verifying that the provided information has not been tampered with and can confirm the identity of the Researcher that has submitted the information. Following verification, the submitted identity details will be screened against Monitored Lists.

9.3. In accordance with clause 5.1.3, the Client may choose to limit access to its Programs to Researchers who are ID Verified.

9.4. By default, Researchers operate under a pseudonym on the Platform and Researcher identity details will not be disclosed to the Client. Subject to limitations of applicable laws, in the case of (suspected) violations of the Researcher T&C or Program Conditions, Intigriti will, upon the Client's reasonable request, disclose the identity details it has received from the relevant Researcher to the Client.

9.5. Intigriti reserves the right to oblige Researchers to become ID Verified, for example as a condition to receive any Bounties.

10. Compensation of Researchers (Bounties and Base Bounties)

10.1. The Client can choose to reward Researchers for their activities on the Client's Program by offering Bounties and/or Base Bounties. In each Program for which the Client awards Bounties and/or Base Bounties, the Client must communicate the applicable amounts and conditions for earning such Bounties and/or Base Bounties in the applicable Program Conditions.

10.2. Except as otherwise agreed by Intigriti, the Client may offer Bounties or Base Bounties solely where it has first paid a Bounty Budget sufficient to bear the full cost of any Bounties and/or Base Bounties offered under its Programs. Intigriti reserves the right, but shall not be obliged, to suspend any Program offering Bounties and/or Base Bounties where the available Bounty Budget is insufficient to cover reasonably expected Program activity. Where Bounties and/or Base Bounties payable exceed the available Bounty Budget, Intigriti may, in its sole discretion, either (i) invoice the Client for the amounts paid or payable in excess of the available Bounty Budget and/or (ii) require the Client to provide additional Bounty Budget sufficient to cover both such excess amounts and any future Bounties and/or Base Bounties reasonably expected to become payable under the applicable Programs.

10.3. All Bounties and Base Bounties must be stated exclusive of VAT and similar taxes or duties, and in the same currency as the corresponding Bounty Budget is payable under this Agreement. Any costs incurred in connection with the Client's failure to do so, such as but not limited to exchange costs, will be borne by the Client and withdrawn from the Bounty Budget or invoiced in accordance with clause 10.2.

10.4. Unless otherwise agreed, Bounties are awarded only to those Researchers who are first to report a unique Vulnerability in a Submission.

10.5. Under Hybrid Programs, Researchers are awarded a Base Bounty combined with Bounties. Base Bounties can be offered in Hybrid Programs only. The Hybrid Program option is available to the Client only if so detailed in its Subscription Level.

10.6. Intigriti shall pay applicable Bounties and/or Base Bounties to Researchers upon acceptance of an eligible Submission in accordance with clause 6.5.

10.7. Bounties and Base Bounties are deducted and paid from the Client's Bounty Budget and/or invoiced in accordance with clause 10.2 of the MSA.

10.8. The Client may allocate its Bounty Budget over its various Programs (if applicable) and verify the balance of its Bounty Budget on the Platform.

11. Program Responsibility and requirements

11.1. The Client assumes full responsibility for its Programs, Client Content and for interruptions to the operation of Asset(s) pursuant to a Program and confirms its understanding of the nature of Ethical Hacking and responsible disclosure and accepts the inherent risks of running a Program.

11.2. By running a Program through use of the Platform:

11.2.1. the Client provides to all Researchers that have access to the Program, the right, license, permission and authorisation to test the security strength of the Asset in scope, by means of Ethical Hacking techniques, in accordance with the Researcher T&C and the applicable Program Conditions.

11.2.2. the Client provides to Intigriti (a) a royalty-free, non-exclusive, non-transferable, worldwide license to (i) publish on the Platform the Client Content; and (ii) display on the Platform the Client's company name and logo; in each case for the purpose of the Client's Programs and in accordance with the visibility settings the Client has selected for its Programs; and (b) the right, license, permission and authorisation to perform all such activities reasonably necessary for performance of the Services and in particular Triage.

11.2.3. The Client confirms that it considers all activities in connection with its Programs and performed by Intigriti in accordance with the terms of this Agreement; and/or performed by Researchers in accordance with the Researcher T&C and Program Conditions to constitute authorised conduct under any applicable law, including in particular, as applicable, the Convention on Cybercrime of the Council of Europe (CETS No. 185) and the UK Computer Misuse Act 1990 and the Client agrees that it will not file a criminal complaint or initiate legal proceedings against Researchers or Intigriti personnel in respect of hacking, circumventing technological measures to protect the Asset(s) in scope, or any apparent accidental and good faith out of scope activities.

11.3. If an acceptable usage policy, license terms or any other terms and conditions applicable to the Client's Asset or Program impacted environments stipulate requirements or restrictions that are incompatible with the terms of this Agreement, Researcher's Ethical Hacking and/or Intigriti's Triage:

11.3.1. vis-à-vis Intigriti the terms of the Agreement and in particular the permissions and licenses granted in the Agreement will prevail over those terms and, notwithstanding any term to the contrary therein, Intigriti's activities of Triage will be deemed permitted; and

11.3.2. vis-à-vis Researchers the Client must ensure that the Program Conditions and in particular any permissions granted therein will prevail over those terms and, notwithstanding any term to the contrary therein, Researchers' Ethical Hacking in accordance with the Researcher T&C and applicable Program Conditions will be deemed permitted.

11.4. Before bringing an Asset within the scope of a Program (i) the Client must verify if it needs to obtain any permissions or authorisations from third parties, for example when the Asset or any part of it is (fully or partially) owned, hosted or licensed by or to a third party or the Program otherwise impacts a third-party environment, software or hardware; and (ii) the Client must obtain any such permissions.

11.5. The Client warrants, represents and ensures that it has all relevant authority, rights and permissions to include the Assets in its Programs, in accordance with the terms of the Agreement, and to provide to Intigriti and Researchers all rights, licenses, permissions and authorisations in accordance with clauses 11.2 and 11.4.

11.6. The Client is responsible for implementing measures to address potential adverse consequences of the Ethical Hacking and the Services, including but not limited to procedures which enable the Client to reconstruct lost or altered files, data, software or programs, for example by taking daily back-ups and/or using non-production Assets as part of its Programs.

11.7. If, in connection with the Client's Programs, legal action is initiated by a third party against:

11.7.1. Intigriti and Intigriti has complied with the terms of the Agreement; or

11.7.2. a Researcher that has complied with the Researcher T&C and applicable Program Conditions;

the Client will inform such third party that Intigriti and/or the Researcher's actions were performed in the context of its Program and with the Client's permission.

11.8. The Client agrees that Researchers are third party beneficiaries of the rights, licenses, permissions, authorisations and assurances granted by the Client in this clause 11 (Program Responsibility and requirements). The Client acknowledges and agrees that Intigriti may disclose the detail of the rights, licenses, permissions, authorizations and assurances provided in this clause 11 (Program Responsibility and requirements), to Researchers who participate or have participated in one or more of the Client's Programs, to competent authorities and to any other third party to whom it may be relevant for the Researcher or Intigriti to demonstrate that their activities in the context of a Program were conducted with the Client's consent.

11.9. The Client warrants, represents and ensures that any swag or other forms of rewards potentially offered by the Client to Researchers as part of its Programs will comply with all mandatory applicable laws, including but not limited to laws with regards to product liability, licenses and registrations, import and export restrictions, food safety, age requirements, and so on and the Client will comply all applicable laws in its provision of the same.

11.10. The Client will indemnify, defend and hold (i) Intigriti, its affiliated companies and Representatives; and (ii) Researchers; harmless from and against any and all damages, liabilities, costs, losses and expenses (including reasonable attorney's fees) resulting from any third-party complaints, claims, suits or proceedings or from regulatory or criminal action or prosecutions in connection with the Client's alleged or demonstrated failure to comply with its responsibilities under this clause 11 (Program Responsibility and requirements). The limitations of liability set out in clause 22 (Liability) do not apply to this clause 11.10.

12. PLATFORM PROVISION AND MAINTENANCE

12.1. Intigriti will, during each Subscription Term, use reasonable skill and care to:

- Provide the Platform to the Client, in accordance with the terms and conditions of the Agreement;
- Maintain the Platform and provide support for the Client's use of the Platform, in accordance with the terms and conditions of the Agreement;
- Ensure Platform functionalities specified as forming part of the Services, materially conform with the stipulated requirements.

12.2. Intigriti may, in its sole discretion, allow and/or facilitate a connection or integration with one or more third party solutions. Any information, or assistance provided by Intigriti in this context is provided as-is and as-available, without warranties of any kind. If the Client chooses to make use of a connection or integration, the Client will do so on its own account and at its own risk and the Client, to the exclusion of Intigriti, is responsible for obtaining licenses or other permissions that may be required to use any such third party solutions, for fees that may be payable in that respect and to enter into relevant agreements with the third party provider.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Platform is provided as a hosted Platform and the Client will have no rights in object or source code used by Intigriti to provide the Platform. Notwithstanding any term to the contrary, all Intellectual Property Rights in and to the Platform and Services or otherwise made available or accessible by Intigriti to the Client in connection with the Agreement, will remain the property of Intigriti and/or its licensors.

13.2. All Intellectual Property Rights in and to the Client's Assets and Client Content remain the property of the Client and/or its licensors.

13.3. Except to the extent such activities are either expressly permitted in this MSA, or prohibited from being restricted by applicable law, the Client:

13.3.1. Is not allowed to copy, reproduce, publish, distribute, broadcast, transmit, modify, edits, create derivative works of, store, publicly display, sell or otherwise in any way commercially exploit any part of the Platform or its content;

13.3.2. May not use the Platform to provide outsourced services to third parties or otherwise make it available to any third party other than its Authorized Users;

13.3.3. May not combine, merge, incorporate or otherwise connect the Platform with any other software, solution, program or environment, except with the express written consent of Intigriti and in such case on the Client's own risk;

13.3.4. May not create any derivative works of the Platform or otherwise make use of Intigriti's Intellectual Property Rights other than expressly permitted in this MSA;

13.3.5. May not (attempt to) reverse engineer, decompile or otherwise observe, study or test the functioning of the Platform software and may access or attempt to access or manipulate the Platform object code or source code.

13.4. Intigriti warrants that it owns (or as applicable has the necessary licenses for) the Platform and has the right to grant to the Client the right to access and use the Platform in accordance with the terms of the Agreement.

13.5. Should, at any time during the term of the Agreement, Intigriti become aware that the Platform or the Services infringe or are likely to constitute an infringement of the Intellectual Property Rights of a third party, then Intigriti may, at its sole discretion and expense and as the sole and exclusive remedy to the Client: (i) procure the right and license to permit the Client to (further) use the Platform and/or Services as permitted under this Agreement; or (ii) replace or modify the infringing elements of the Platform and/or Services so that it is no longer infringing; or (iii) if the aforementioned are not feasible in Intigriti's discretion, to terminate the Agreement and refund to the Client any Fees that are paid by the Client for the part of the Subscription Term that is not performed.

13.6. Intigriti shall indemnify, defend and hold the Client against all liabilities, damages, losses, costs and expenses (including reasonable legal expenses) suffered or incurred by the Client and arising out of or

in connection with a third party claim resulting from the Platform infringing the third party's Intellectual Property Rights ("**IPR Claim**").

13.7. Upon becoming aware of an actual or potential IPR Claim, the Client must:

13.7.1. notify Intigriti;

13.7.2. provide to Intigriti all such assistance as may be reasonably requested by Intigriti in relation to the IPR Claim;

13.7.3. allow Intigriti the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the IPR Claim; and

13.7.4. not admit liability to any third party in connection with the IPR Claim or settle any disputes or proceedings involving a third party and relating to the IPR Claim without the prior written consent of Intigriti.

13.8. The limitations of liability set out in clause 22 (Liability) do not apply to the indemnity in clause 13.6.

14. PERMITTED USE

14.1. The Client shall:

14.1.1. Use the Platform in accordance with Intigriti's reasonable instructions and the Documentation.

14.1.2. Notify Intigriti if the Client is aware that it has or is likely to exceed the limitations of its Subscription Level.

14.1.3. Keep confidential and not share with any third party or users, other than the Authorized User for whom the access credentials were created, any login details, passwords or other form of access credentials that it is provided with to facilitate access to the Platform.

14.1.4. Apply reasonable security measures to prevent unauthorized access to the Platform by means of the Client Content, or its access credentials or systems.

14.1.5. Use reasonable endeavours to avoid the introduction of viruses, worms, trojan horses, disabling code, data destruction keys and any other code or element which may impair or otherwise adversely affect the operation of the Platform.

14.1.6. Notify Intigriti immediately if the Client becomes aware of or suspects any unauthorised access to the Platform or any of the Client's access credentials for the Platform.

14.2. The Client warrants that it shall not use the Platform and/or Services to engage in or support any activity that is illegal or harmful to others; and/or to publish, store or communicate any Client Content that is misleading, deceptive, pornographic, violent, discriminating, fraudulent, defamatory or that infringes any third party rights, including but not limited to third party Intellectual Property Rights (together "Infringing Activities").

14.3. The Client acknowledges that Intigriti does not purport to monitor Client Content and the Client, to the exclusion of Intigriti, is responsible for the accuracy, quality and legality of the Client Content and the means by which the Client obtained Client Content.

14.4. If Intigriti becomes aware of any (allegation of) Infringing Activities, it shall notify the Client of such and shall have the right to remove infringing Client Content from the Platform.

14.5. The Client will indemnify, defend and hold Intigriti and its affiliated companies harmless from and against any and all damages, liabilities, costs, losses and expenses (including reasonable attorney's fees) resulting from any third-party complaints, claims, suits or proceedings in respect of any Infringing Activities. The limitations of liability set out in clause 22 (Liability) are not applicable to this indemnity.

15. FEES AND BOUNTY BUDGET

15.1. In consideration of Intigriti providing the Services, the Client must pay to Intigriti the Fees as detailed in the Order Form(s).

15.2. Except where expressly otherwise agreed in an Order Form, the Services are subject to pre-payment and Intigriti may suspend any Services until payment is duly received.

15.3. Fees apply only during the fixed Subscription Term and for the Subscription Level specified in the Order Form. Extensions, renewals and changes in Subscription Level will be subject to then-current prices. In the absence of

a fixed Subscription Term, agreed Fees will apply for one (1) calendar year only.

15.4. Intigriti may annually in January increase the Fees, by written notification to the Client, in accordance with the following formula: New price = Initial Price * (0.2 + 0.8 * New Index / Initial Index); whereby:

- Initial Price = Price at the start of the Subscription Term.
- New Index = The Agoria index for reference national average wage cost ("referteloonkost") digital on 01 January of the year when indexation is applied.
- Initial Index = The Agoria index for reference national average wage cost ("referteloonkost") digital on 01 January of the year when the Subscription Term started.

15.5. In addition to the Fees, the Client will pay to Intigriti an agreed Bounty Budget, which will be used for payment of Bounties and Base Bounties in accordance with clause 10 (Compensation of Researchers (Bounties and Base Bounties).

15.6. Intigriti may invoice expenses incurred in connection with its performance of the Agreement, subject to the Client's prior approval thereto. For the avoidance of doubt, Client prior approval is not required for any expenses incurred by Intigriti pursuant to clause 10.3.

15.7. Unless otherwise agreed in the applicable Order Form, all Fees and other sums payable under the Agreement will be invoiced and paid in Euros.

15.8. All Fees and other sums payable under the Agreement are exclusive of any applicable sales, value added tax, usage tax, import tax or similar duty, which must, in all cases, be borne and paid by the Client, except for taxes on Intigriti's income.

15.9. The Client will pay all invoices within thirty (30) calendar days from the date of the invoice.

15.10. If the Client fails to pay any amount due under this Agreement, Intigriti shall be entitled (but not obliged) to (i) charge interest on the overdue amount from the due date up to (but excluding) the date of actual payment, after as well as before judgment, at reference interest rate for late payment envisaged in the Law of August 2nd, 2002 on combating late payment in commercial transactions, increased by eight percentage points and rounded to the higher half percentage point, whereby such interest shall accrue on daily basis, be compounded quarterly and be payable on demand; and (ii) increase the amount due with a fixed amount of 40 Euros for recovery costs; and (iii) be entitled to reasonable compensation for all other recovery costs exceeding this fixed amount and incurred due to late payment.

15.11. Without prejudice to any other right or remedy that it may have, if the Client fails to pay any amount due under this Agreement, Intigriti shall be entitled (but not obliged), without Intigriti incurring any liability to the Client for that reason, to suspend the Services and the Client's Programs until receipt of payment.

15.12. If the Client requires a Purchase Order (PO), it shall so indicate in the Order Form. PO's must refer to the MSA and applicable Order Form and must be sent to the communication address for that purpose mentioned in the Order Form or, in the absence thereof to finance@intigriti.com. Notwithstanding Intigriti's potential acceptance and/or execution of a PO, any terms and conditions contained in a PO that derogate from the terms and conditions of the Agreement or otherwise increase Intigriti's obligations and/or reduce its rights and remedies, are deemed unwritten and will not bind and/or be enforceable against Intigriti.

16. DISCLAIMER / CLIENT ACKNOWLEDGEMENTS

16.1. While Intigriti will use reasonable skill and care in providing the Services, the Client acknowledges and agrees that;

16.1.1. Intigriti cannot guarantee a minimum number of Submissions or that Vulnerabilities will be found and reported;

16.1.2. Intigriti is not responsible for the content, quality and accuracy of Researcher's Submissions;

16.1.3. Intigriti is not responsible for allocation of any Bounty, provided such allocation is in accordance with clause 10.6;

16.1.4. The Platform and its functionalities and content are provided as-is and "as available". Intigriti does not guarantee that the Platform and its content and functionality will operate

without defect or be uninterrupted or error-free;

16.1.5. Access to the Platform may be suspended temporarily and without notice in the event of system failure, emergency upgrades or emergency repairs. Planning for Platform maintenance and availability reporting will be available on the Platform.

16.1.6. From time to time, Intigriti may (without notice and at Intigriti's sole discretion) amend and update the Platform and its functionalities, provided that the functionalities described in the MSA or elsewhere agreed in writing to be functionalities forming part of the Services, will continue to materially conform with the stipulated requirements;

16.1.7. Intigriti does not provide legal or contractual advice and the Client is responsible and advised to obtain its own legal representation and guidance related to compliance with any law with respect to the Services and to determine whether the Services are fit for the Client's intended purposes and needs; and

16.1.8. unless where expressly otherwise determined, Intigriti does not ensure click-and-accept functionalities conform to a specific type of electronic signature pursuant to Regulation (EU) no 910/2014 or other applicable laws.

16.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PLATFORM, SERVICES, AND ALL OTHER INTIGRITI SERVICES ARE PROVIDED "AS IS". INTIGRITI, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT. INTIGRITI DOES NOT WARRANT THAT CLIENT'S USE OF THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT INTIGRITI WILL REVIEW CLIENT'S DATA FOR ACCURACY, OR THAT IT WILL MAINTAIN CLIENT DATA WITHOUT LOSS. INTIGRITI IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE INTIGRITI'S CONTROL. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD AND EXTENT.

16.3. Without prejudice to Intigriti's other rights and remedies in connection with the Agreement, Intigriti may suspend the Services if the Client is in breach of its obligations under the Agreement, for as long as such breach remains unremedied and for a limited time thereafter, as may be necessary to reactivate the Services. The Fees shall remain payable during the period of suspension.

17. DATA PROTECTION

17.1. Each Party will comply with the data protection laws applicable to its activities and any processing in connection with this Agreement including, but not limited to, Regulation (EU) 2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('General Data Protection Regulation' or 'GDPR').

17.2. Intigriti will use and protect the Client's data in accordance with the terms and conditions of Appendix 2 – (Data Schedule).

17.3. Subject to the provisions of Appendix 2 – (Data Schedule), Intigriti reserves the right to monitor and preserve Platform and Program events as an audit trail and for statistical, evidentiary and security purposes, both during and after termination of the Agreement. Where such information would be retraceable to the Client, Intigriti will keep such information confidential in accordance with clause 18 (Confidentiality), also after the termination of the Agreement.

18. CONFIDENTIALITY

18.1. Each Party shall keep the other Party's Confidential Information secret and confidential and shall:

18.1.1. use such Confidential Information only for the performance of this Agreement (including its preparation, administration and/or the exercise of a Party's rights hereunder);

18.1.2. disclose such Confidential Information only as permitted in this Agreement;

18.1.3. not remove any marks of confidentiality or copyright applied on or to such Confidential Information (or its carrier) by the other Party or its licensors;

18.1.4. provide adequate protection from unauthorized disclosure, copying or use of such Confidential Information, and to treat it with a reasonable degree of care but in no event less than the degree of care that it uses to protect its own Confidential Information of a similar nature.

18.2. Each Party may provide access to or disclose the other Party's Confidential Information in any of the following situations:

18.2.1. to those of its Representatives or professional advisors (such as lawyers or accountants) who (i) have a reasonable need to know such information for the performance of this Agreement (including its preparation, administration and/or the exercise of a Party's rights hereunder); and (ii) are bound by statutory and/or contractual obligations of confidentiality at least as protective of the Confidential Information as the terms herein;

18.2.2. with the other Party's prior permission thereto;

18.2.3. if and to the extent needed to exercise its lawful rights in connection with the Agreement vis-à-vis the other Party or a Researcher and/or to resolve a dispute between the Parties and/or a Researcher;

18.2.4. if and to the extent it is so required by mandatory applicable law or pursuant to a binding order of a court of competent jurisdiction or any other competent administrative of governmental authority to which it is subject, provided that it shall: (i) limit the disclosure strictly to what it is required to disclose; and (ii) - to the extent legally permitted to do so - promptly notify the other Party of the mandatory disclosure and its circumstances (such as but not limited to the legal basis, relevant authority and its contact details and the scope of the mandatory disclosure); and (i) provide reasonable assistance to the other Party in connection with its lawful attempts to seek protection against the mandatory disclosure or to limit the extent of the mandatory disclosure (whereby, for the avoidance of doubt, the other Party shall bear the costs for any such attempts).

18.3. The provisions of this clause 18 (Confidentiality) will apply during the term of this Agreement and for a period of three (3) years from its termination.

19. General Warranties

19.1. Each Party:

19.1.1. Will comply with all laws applicable to its performance of the Agreement;

19.1.2. Warrants and represents that is has full capacity and authority to enter into and perform its obligations under this Agreement.

20. Term and termination

20.1. This MSA and the Agreement enter into force as from the Effective Date. Unless where this MSA, upon mutual agreement of the Parties, is replaced with a new framework agreement for the Services, it shall continue to be in force for as long as any Order Form is in effect.

20.2. Each Order Form is entered into for a fixed Subscription Term or assignment, as specified in the applicable Order Form and cannot be terminated for convenience by either Party, unless expressly specified in the Order Form concerned.

20.3. Without prejudice to its other rights and remedies under the Agreement and under applicable law, a Party may terminate the Agreement or any individual Order Form, with immediate effect, by means of a written notice to the other Party, in any of the following circumstances:

20.3.1. if the other Party materially breaches one or more of its obligations under the Agreement and, in so far as this breach is capable of remediation, if that other Party fails to remedy such breach within a period of thirty (30) days after a written request to do so;

20.3.2. if the other Party ceases its activities or settles its business and/or in the event of its bankruptcy or insolvency;

20.3.3. If, due to Force Majeure, a Party is impeded in the performance of one or more of its material obligations under the Agreement, for a period exceeding sixty (60) consecutive calendar days.

20.4. Without prejudice to its other rights and remedies under the Agreement and under applicable law, Intigriti may terminate this Agreement or any individual Order Form with immediate effect by means of a written notice to the Client, if the Client fails to comply with the provisions of clause 11 (Program Responsibility and requirements).

21. CONSEQUENCES OF TERMINATION

21.1. Termination of an individual Order Form will not automatically result in the termination of the other Order Forms or the Agreement, which will continue for their agreed term, or until terminated in accordance with clause 20 (Term and termination).

21.2. Upon termination of the Agreement:

21.2.1. Any provision of the Agreement that, expressly or by implication, is intended to come into or continue in force on or after termination or expiration of the Agreement shall remain in full force and effect.

21.2.2. Intigriti will perform Triage on any Submissions received before the termination becomes effective; and the Client must confirm or reject pending Submissions (if any) within forty eight (48) hours from Intigriti's notification, in the absence of which Submissions are considered accepted and corresponding Bounties will be paid.

21.2.3. Remaining Bounty Budget will be credited and reimbursed to the Client in accordance with clause 21.2.5.

21.2.4. Except to the extent the Agreement or any Order Form are terminated by the Client for cause, in accordance with clause 20.3, Fees are not refundable.

21.2.5. Each Party will pay any outstanding payments properly due to the other Party within thirty (30) days from the date of termination.

22. LIABILITY

22.1. SUBJECT TO CLAUSE 22.7, NEITHER INTIGRITI NOR ITS REPRESENTATIVES, SUPPLIERS OR SUBCONTRACTORS WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR (I) ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, CLIENTS, REVENUES, GOODWILL, ANTICIPATED SAVINGS OR BUSINESS OPPORTUNITY, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR (II) ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND; OR FOR (III) ANY ACTS OR OMISSIONS OF RESEARCHERS.

22.2. INTIGRITI IS LIABLE TO THE CLIENT ONLY FOR DAMAGES CAUSED DIRECTLY BY ITS FAULT OR SHORTCOMING IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THE AGREEMENT. SUBJECT TO CLAUSE 22.7 AND INSOFAR AS MAXIMALLY PERMITTED UNDER APPLICABLE LAWS, THE AGGREGATE LIABILITY OF INTIGRITI ARISING UNDER THE AGREEMENT OR RELATING TO THE SUBJECT MATTER OF THE AGREEMENT, IS LIMITED TO THE GREATER OF: (I) TWENTY THOUSAND EUROS (€ 20.000,00); OR (II) THE FEES PAID OR PAYABLE BY THE CLIENT DURING THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

22.3. The Client must inform Intigriti in writing of any claim or event which could lead to Intigriti's liability and arising in connection with the Agreement, as soon as reasonably possible and at latest within one (1) year after the event giving rise to the claim became known or should have become known to the Client, but never later than one (1) year after the termination or expiration of the Agreement. Failure to do so entitles Intigriti to refuse any payment of damages and to reject any liability for the alleged claim or event.

22.4. The limitations of liability set out in this clause 22 (Liability), shall apply to all forms of liability in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, for misrepresentation or otherwise.

22.5. Except as expressly stated otherwise in this MSA, the limitations of liability set out in this clause 22 (Liability),

are not intended to and will not operate to exclude or limit Intigriti's responsibility to reimburse to the Client the unconsumed part of the Bounty Budget, in accordance with clause 21.2.3.

22.6. The limitations of liability set out in this clause 22 (Liability), are not intended to and will not operate to exclude or limit the Client's responsibilities and liability to pay the Fees and pursuant to clause 11 (Program Responsibility and requirements) and clause 14.5 (Permitted Use).

22.7. Nothing in this Agreement is intended to or shall operate to exclude or limit a Party's liability (i) for death or personal injury caused by negligence of that Party; (ii) for fraud or fraudulent misrepresentation; (iii) for wilful misconduct or gross negligence; or (iv) to the extent such exclusion or limitation is prohibited as a matter of mandatory applicable law.

23. FORCE MAJEURE

23.1. A Party shall have no liability under this Agreement for any failure to comply with its obligations under the Agreement, if and to the extent caused by Force Majeure.

23.2. If, due to Force Majeure, a Party is impeded in complying with any of its obligations under the Agreement, it shall, without undue delay, inform the other Party of the situation of Force Majeure, as well as its anticipated impact and duration.

24. RESEARCHER DISPUTES – ESCALATION PROCESS

24.1. In the event of a dispute between the Client and a Researcher, Intigriti will provide reasonable cooperation to facilitate the resolution of such dispute, by sharing context and information to the parties involved and by means of the following procedure:

24.1.1. If Intigriti is notified of a dispute, either by the Client or the Researcher involved, Intigriti will strive to reconcile positions by, for example, using good faith efforts to clarify the basis on which it has calculated Bounties; certain aspects of the performed Ethical Hacking techniques or relevant industry habits of which Intigriti is aware; or by verifying the situation of which Intigriti was informed against the scope of the relevant Program, and so on.

24.1.2. Upon the Client's request and provided that the Client has reasonable grounds to believe a Researcher has not complied with its Program Condition or the Researcher T&C, or the Researcher is guilty of illegal or unethical behaviour, Intigriti will disclose to the Client the concerned Researcher's identity details (name, last name and other relevant information reasonably requested) as are known to Intigriti.

24.1.3. If the Client and Researcher fail to resolve the dispute within one (1) month from Intigriti's first intervention, upon the Client's agreement thereto, Intigriti will assign a mediation committee, which will consist of one or more external security professionals, that are familiar with the concept of Ethical Hacking, responsible disclosure and penetration testing. Both the Client and Researcher(s) involved will be required to provide all information reasonably requested by this committee and to attend a meeting with this committee (which can be organised digitally), within two (2) weeks (or such other term agreed upon) from Intigriti's notification that the committee has been assigned and at the date and time notified by Intigriti. The costs of this committee will be agreed upon in advance and are payable by the Client.

24.1.4. The Client accepts and acknowledges that the assistance and procedures detailed in this clause are informal and informational and serve solely to strive to reconcile positions and clarify the operation of the Platform and what has happened to the Parties involved and the Client cannot derive any broader rights or expectations. The Client accepts and acknowledges in this context that Intigriti does not provide an accredited mediation or arbitration service, and/or legal advice.

24.1.5. For the avoidance of doubt, if the dispute cannot be resolved by means of the above-mentioned procedure or the Client declines to enlist Intigriti's assistance, then the dispute may be pursued by either party involved in accordance with the Researcher T&C, the Client's Program Conditions or as

otherwise agreed between the Client and Researcher.

24.2. Intigriti reserves the right, to accept, refuse, suspend and/or ban any Researcher on or from the Platform at any time, for any reason and at Intigriti's sole discretion.

24.3. If Intigriti becomes aware of a Researcher's serious misconduct in connection with the Platform, Intigriti will, as appropriate and reasonably determined by Intigriti, apply sanctions against such Researcher, in accordance with its procedures detailed in the Researcher T&C and/or any other referenced behavioural requirements or sanction procedures for Researchers. The following will be considered serious misconduct for the purpose of this clause: Misuse of the Platform for illegal purposes; material non-accidental violation(s) of the Researcher T&C and/or Program Conditions; competing platform's notification to Intigriti of the Researcher's misuse of such competing platform for illegal purposes, unethical behaviour.

25. NON SOLICITATION OF RESEARCHERS

25.1. Except as expressly otherwise agreed in writing, during the term of the Agreement and for a period up to twelve (12) months thereafter, the Client may not actively approach any Researcher who has worked on any of its Programs, or who is identifiable through a Platform ranking, leader board or similar publication, for the purpose of engaging such Researcher as a service provider, employee or otherwise, either directly or indirectly, outside of the Platform and without involvement of Intigriti.

25.2. Without prejudice to Intigriti's other rights and remedies, the Parties agree that damages for a breach of this clause 25 (Non solicitation of Researchers) are difficult to measure, and as result the Client shall pay to Intigriti, as iquidated damages and not as a penalty, a lump sum payment of twenty thousand Euros (€ 20.000,00) as a compensation for Intigriti's investments in the expansion and maintenance of its Researcher community. The parties agree that such sum represents as fair and reasonable approximation of the just compensation for anticipated loss caused by a breach of this clause 25 (Non solicitation of Researchers).

26. GOVERNING LAWS AND DISPUTE RESOLUTION

26.1. The Agreement is governed by the laws of Belgium without regard to its conflicts of law provisions and excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

26.2. The Parties irrevocably agree to the exclusive jurisdiction of the competent courts of Antwerp, division Antwerp, Belgium in relation to any legal action or proceedings arising out of or in connection with this Agreement.

26.3. The Parties are committed to resolve any disputes as much as possible by mutual agreement.

27. MISCELLANEOUS

27.1. Representatives. Each Party will be responsible for its Representatives' and Authorized Users' compliance with the terms of this Agreement and shall be responsible for their acts and omissions as if its own.

27.2. Subcontracting. Save as expressly otherwise agreed in writing, Intigriti will be free to subcontract or otherwise delegate parts of its obligations under this Agreement, without prior notification or consent. Intigriti will remain liable for its subcontractors' compliance with the terms of the Agreement and for the performance of any subcontracted obligations.

27.3. References. The Client provides to Intigriti the right and license to mention the Client and use the Client's name and logo as a customer reference, in communications, both orally and in writing (for example to its prospects, existing customers, and other current or considered cooperation or equity partners), as well as on its website. For any other public announcements on social media, in press or otherwise, the Client's prior permission will be requested.

27.4. Communication and notices. The Parties agree that day to day communication shall proceed by means of the Platform and acknowledge the evidential value of such Platform communications. Notices will be provided by registered mail or by e-mail to the address or e-mail address and for the attention of the contact person mentioned in the Order Form; or such other address or e-mail address formally notified by a Party to the other for that purpose. A notice sent by registered mail will be deemed received two business days after posting and a notice sent by email will be deemed received at

the time of sending provided that that time is within normal working hours in the jurisdiction of the receiver and that the sender has not been notified of any failure in delivery of the email.

27.5. Invalidity. A possible invalidity or nullity of one of the provisions of the Agreement, or a part thereof, shall not affect the validity of the rest of that clause and/or of the other clauses of the Agreement. Taking into account the original intention of the clause, the clause shall be reduced to have the fullest effect permitted under applicable laws.

27.6. Partnership. Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between Intigriti and the Client and/or their respective Representatives.

27.7. Waiver. no delay, neglect, or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement shall be or shall be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement. Any waiver by either Party of any of its rights under this Agreement must be in writing and only applies to the matter or series of matters expressly referred to in such waiver.

27.8. Assignment. Neither Party may assign or otherwise transfer the Agreement to any third party, without prior written consent of the other Party. Intigriti may however, upon written notice to the Client, assign the Agreement in its entirety to any of its Subsidiaries.

28. APPENDICES

28.1. This MSA includes the following Appendices:

- Appendix 1 - Definitions
- Appendix 2 – Data Schedule

APPENDIX 1 – DEFINITIONS

Capitalised terms used in the Agreement have the following meaning:

- **Agreement** means this MSA and the Order Form(s).
- **Asset** means an ICT system, network, technology, infrastructure, application, software or other target that is communicated by the Client in a Program, for the purpose of having its security assessed by Researchers.
- **Asset Data** has the meaning given to it in clause 2 of Appendix 2 (Data Schedule).
- **Authorized User** means a natural person who accesses the Platform and Services on behalf of the Client. Except where otherwise agreed in the Order Form, Authorized Users shall be employees, agents and/or freelancers of the Client.
- **Base Bounty** means a monetary reward for Researchers that is not conditional upon the reporting of Vulnerabilities, but is a fixed fee to be paid for a specific task assigned to and performed by a Researcher, or for their time spent on a Program.
- **Bounty** means a monetary reward for Researchers who successfully report a Vulnerability in the Client's Asset, by means of a Submission.
- **Bounty Budget** means an amount pre-paid by the Client to Intigriti, which is used to pay Bounties, Base Bounties and other agreed sums.
- **Client** Means the company or organisation who enters an Order Form with Intigriti.
- **Client Content** means any information, data, communication, images or other forms of content that the Client uploads, publishes or communicates on or through its use of the Platform and shall include in any case the Client's Programs.
- **Confidential Information** means any information or data made accessible by one Party to the other Party in connection with the performance of the Agreement, that is marked as confidential or that a reasonable person would determine is non-public or considered confidential, irrespective of the form in which it is disclosed and irrespective of whether it is or is not marked or otherwise designated as confidential or proprietary.
    - The following information is in any case to be considered Confidential Information (non-exhaustive): (i) financial information, such as quotations, price lists, salaries, costs and information about funding plans, investments or investors; (ii) product or services specifications or documentation, techniques, processes, knowhow, formulas, designs, object or source code; (iii) strategies, forecasts, sales and marketing plans or documentation; (iv) information about clients, suppliers, and Representatives; (iv) information about the Client's Assets and in particular Vulnerabilities identified in them; (v) Intellectual Property Rights and other information traditionally recognized as intellectual property or trade secrets; (vi) information expressly referred to or marked as confidential; (vii) any (other) information that is usually or should reasonably be considered of a confidential nature.
    - The following information shall not be considered Confidential Information: information that (i) is or becomes generally available to the public other than as a result of its disclosure by a Party in breach of this Agreement; (ii) was available to a Party on a non-confidential basis prior to its disclosure by the other Party; (iii) was, is or becomes available to a Party on a non-confidential basis from a person or entity who, to its reasonable knowledge, was not restricted to disclose such information; (iv) the disclosing Party expressly stated in writing not to be of a confidential nature; (v) is developed by or for a Party independently of the information disclosed by the other Party.
- **Documentation** means any user instruction manuals, technical information and other materials supporting the Platform, as made available by Intigriti to the Client from time to time. Documentation may provide more details on how the Services are delivered, for example parameters to define Vulnerability severity.

- **Effective Date** means the date on which the first Order Form between the Parties takes effect.
- **Ethical Hacking** means the process of attempting to penetrate a network or computer system and bypass system security, for the purpose of identifying potential Vulnerabilities and informing the owner of the system of such Vulnerabilities. It may also entail an attempt to exploit encountered vulnerabilities, in order to determine to what extent unauthorized access and/or malicious activities could be possible. Ethical hacking is considered "ethical" in the sense that the hacker has good intentions and discloses the Vulnerabilities it identifies to the owner of the system, so that it can improve its system security.
- **Fees** means the charges paid or payable by the Client to Intigriti for the Services as detailed in an Order Form. Bounty Budget, Bounties, Base Bounties and other forms of compensation for Researchers and passed-through expenses are not considered Fees.
- **Force Majeure** means an event or circumstance beyond the control of a Party, which impedes the concerned Party in the performance of the Agreement, either in whole or in part and either temporarily or permanently, such as but not limited to fire, flood, terrorist attack, unfavourable weather conditions, pandemic, endemic, government restriction, illness or unavailability of Representatives, disruption of network, internet or telecommunication facilities, electricity outages, lock-out, etc.
- **Hybrid Program** or **PTaaS Program** means a Program made accessible to a limited number of Researchers, who are given a specific assignment and/or are required by the Client to allocate a defined period of time to the Program.
- **ID Verified** if a Researcher is marked "ID Verified" or "Identity Checked" on the Platform, it means the Researcher has successfully completed the Identity Verification Process.
- **Identity Verification Process** has the meaning given to it in clause 9 (ID Verification) of the MSA.
- **Intellectual Property Rights** means any intellectual property rights in any jurisdiction including, but not limited to copyright and related rights, rights in software, rights in databases, patents, rights to inventions, trademarks, design rights, semiconductor topography rights and trade secrets, whether registered or unregistered and including the right to apply for registration of any of these rights.
- **Intigriti** means the entity of the Intigriti company group, which is identified in the applicable Order Form.
- **License** has the meaning given to it in clause 4.1 of the MSA.
- **Monitored Lists** means the trade sanction- and embargo lists most relevant to Intigriti's activities, as may be amended from time to time. More information will be made available on request.
- **MSA** means this document entitled "Intigriti Platform Master Subscription Agreement" signed by the Parties.
- **Order Form** means a document between the Parties describing the Subscription Level, Subscription Term, applicable Fees and/or Bounty Budget and any other terms agreed between the Parties. Each Order Form is subject to the terms and conditions of this MSA.
- **Parties** means Intigriti and the Client.
- **Permitted Purpose** has the meaning given to it in clause 4.2 of the MSA.
- **Platform** means the bug bounty platform accessible at https://app.intigriti.com.
- **Program** means the Client's security initiatives published on the Platform, by means of which the Client authorizes Researchers to test the security of the Asset described as in scope of the Program, for the purpose of reporting Submissions.
- **Program Conditions** means the conditions, scope and requirements of a Program, as detailed by the Client in its Program.
- **Representative** means the employees, contractors, directors, officers and agents of a Party or of an affiliated company of a Party which is directly or indirectly involved in the performance of the Agreement.
- **Researchers** means independent security researchers (ethical hackers) that are active on the Platform and willing to participate in one or more Programs.

- **Researcher T&C** or **Researcher Terms and Conditions** means the default rules that are applicable to Researchers, as made available on the Platform. Currently accessible here: go.intigriti.com/tac.
- **Services** means the services described in clause 3.1 of the MSA and any other services to be provided by Intigriti to the Client under the Agreement.
- **Subscription Level** means the usage limitations and/or scope of Services specified in the Order Form.
- **Subscription Term** means the term during which the Services will be provided, as agreed in the applicable Order Form.
- **Submission** means a report created by a Researcher and submitted on the Platform. A Submission contains a description of a Vulnerability found by the Researcher in an Asset, and serves as the notification of such Vulnerability to the Client.

APPENDIX 2 – DATA SCHEDULE

1. PROCESSING OF DATA AND ENGAGEMENT OF SUBCONTRACTORS

1.1. The Platform and all Program and Submission data are hosted within the European Economic Area. A list of suppliers engaged by Intigriti in the processing of Program- and Submission data (hereinafter "**Processors**") can be found here: https://go.intigriti.com/platform-processors.

1.2. The engagement of new Processors will be notified to the Client minimally twenty (20) days in advance and the Client shall have the right to object against such engagement on reasonable grounds. If the Client were to object against the engagement of a Processor, the Client must notify Intigriti thereof in writing, at latest within twenty (20) days from receipt of the aforementioned notification, detailing its grounds for objection. In such event, the Parties will strive to find a mutual understanding on how to proceed and, upon either Party's request, the Services will be suspended during the term of such discussions. If no agreement is found within a period of three (3) weeks from the Client's notice of objection, either Party may terminate the Agreement for convenience by means of a written notice thereto to the other Party, such termination having immediate effect, and resulting in the application of clause 21.2 of the MSA. In derogation of clause 21.2.4 of the MSA, by the Client pre-paid subscription Fees for the unused part of the Services will be refunded to the Client if the Agreement is terminated in accordance with the current section 1.2 of this Data Schedule.

1.3. In its processing of personal data, Intigriti will implement appropriate technical and organisation security measures, in accordance with article 32 of the GDPR. The Client, for the avoidance of doubt, remains responsible for implementing such measures in regards to its own processing systems, including its Assets.

2. ACCESS TO ASSET DATA

2.1. If, as part of Triage, Intigriti reproduces a Vulnerability of such severity and nature that data available in the Client's Asset ("**Asset Data**")

is exposed, Intigriti may become able to access the same. Confidential Information and personal data (if any) remain on the Client's Asset and are not downloaded / exported onto Intigriti's systems, except in the exceptional situation where that is necessary to verify the Vulnerability (e.g. content that can be accessed only if downloaded). Where applicable, a sandboxed environment is used, which resets every twenty four (24) hours, resulting in the permanent deletion of the data from Intigriti's systems.

2.2. Intigriti will process Asset Data only on documented instructions from the Client and in accordance with clause 2.1. of this Appendix 2 – Data Schedule.

2.3. In connection with its processing of Asset Data, Intigriti will implement appropriate technical and organisational security measures, in accordance with clause 1.3 of this Appendix 2 – Data Schedule.

2.4. In its access to Asset Data, Intigriti may, from time to time, engage independent contractors working under Intigriti's supervision. If Intigriti engages any other party for triage and/or to access Asset Data, this will be mentioned in the processor list referenced in clause 1.1 of this Appendix 2 – Data Schedule and the notification mechanism of clause 1.2 of this Appendix 2 – Data Schedule will be applied accordingly.

2.5. Intigriti will ensure that persons authorised to process Asset Data on Intigriti's behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.6. In the unlikely case that Intigriti would receive any requests of a data subject, in connection with its processing of Asset Data, Intigriti shall promptly forward such request to the Client, and the Client shall further handle its response to and the follow-up of such data subject request.

2.7. Intigriti will assist the Client in complying with its obligations pursuant to articles 32 to 36 of the GDPR, by responding to any questions the Client may have concerning Intigriti's processing of Asset Data.

3. EXPORT OF CLIENT CONTENT

3.1. During each Subscription Term, the Client will be enabled to export its Submissions and Programs from the Platform in a commonly used format (e.g. pdf/ CSV).

3.2. Upon written request, which must be received by Intigriti before termination of the relevant Subscription Term becomes effective, Intigriti will provide the Client with an additional period of up to fifteen (15) days from termination of the Subscription Term, to export its data in accordance with clause 3.1 of this Data Schedule.

4. DESTROY REQUESTS

4.1. The Client may, at any time during or after termination of a Subscription Term, request Intigriti to destroy the most Confidential Information in relation to the Client's Submissions ("**Destroy Request**"). Namely, in connection with a Destroy Request, the Client has the right to have the following data destroyed: Endpoint/ vulnerable component; proof of concept; impact; recommended solution.

4.2. A Destroy Request must be issued through the thereto available functionalities of the Platform and all communication regarding such Destroy Request will further proceed by the same means.

4.3. A Destroy Request leads to the permanent overwriting or other form of destruction of a linked set of data and cannot be reversed. Upon receipt of a Destroy Request, Intigriti will inform the Client of the set of data that is impacted by the Destroy Request and will request the Client's confirmation.

4.4. Targeted removal of a specific data item will, in principle, not be possible, unless it concerns an attachment. If need be, upon the Client's request, the Parties will discuss any available options for targeted destruction that are technically and commercially feasible. Intigriti may request to be compensated for its efforts in

this context, as this is not standard operational practice and should be requested in exceptional cases only.

4.5. Following the execution of a Destroy Request, the Client (and Researchers) can no longer post messages and the Client can no longer export the destroyed Submission(s).

4.6. Intigriti may require the Client to confirm a Submission and the Researcher's eligibility for a Bounty in relation to such Submission, before a Destroy Request is executed in relation to such Submission.

5. AUDITS AND INSPECTIONS

5.1. Intigriti will, upon the Client's request, make available to the Client all information necessary to demonstrate compliance with its obligations laid down in clauses 1 to (and including) 4 of this Appendix 2 – Data Schedule.

5.2. Intigriti will allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client, as necessary to verify compliance with its obligations laid down in clauses 1 to (and including) 4 of this Appendix 2 – Data Schedule. Any such audits or inspections shall be performed upon thirty (30) days prior notice and maximum once (1) per calendar year unless additional audit would be required in the context of a data breach on Intigriti side or a binding instruction thereto from a competent data protection authority. In order to ensure smooth execution of the audit, the Parties shall discuss in advance the scope thereof and the auditors that will be assigned by the Client to perform the audit, which shall in any event not be direct competitors of Intigriti. The Client shall ensure its auditors keep all information discovered during the audit in strict confidence and Intigriti may require that the auditors sign a non-disclosure agreement in advance. The audit shall take place during the normal business hours as are applicable at Intigriti and will be performed in a manner that minimizes the inconvenience to Intigriti and its normal business operations. The auditor will not be allowed to copy or remove any documentation from Intigriti without prior validation and agreement of Intigriti. The audit reports shall be considered confidential information of Intigriti and may be used only to demonstrate Intigriti's and the Client's (non-) compliance with the applicable data protection legislation and/or this Appendix 2 – Data Schedule.

6. AUDIT TRAIL

6.1. Intigriti reserves the right to preserve an audit trail, in accordance with clause 17.3 of the MSA. Without prejudice to clause 4.1 of this Data Schedule, the audit trail may include, but is not limited to Program Conditions and logs regarding the creation and/or amendment of Program Conditions, logs regarding the reporting of Submissions, the Client's acceptance or rejection of Submissions (including Submission severity and applicable Bounties) and information about payments. The audit trail will not contain any Asset data.