

CONDITIONS OF USE

Either through SIDN, your Registrar or directly via ThreadStone Cyber Security, you have indicated that you wish to make use of the Management portal of ThreadStone Cyber Security. These Conditions of use are applicable to the use of this Management portal.

From July 14, 2020, the Conditions of use apply to any use of the Management portal (via your own computer, a mobile device or another device).

By creating an account, you agree to these Conditions of use. We recommend that you read these Conditions of use prior to creating an account. These Conditions of use may be adapted from time to time.

DEFINITIONS

- 1.1. **Data:** all data processed using the Services, including personal data.
- 1.2. **Services:** the services provided by the Supplier via the Internet or any other network as a *Software-as-a-Service* and which can be purchased and resold by the Registrars to Hosters, including *vulnerability scans*.
- 1.3. **Hoster:** any customer of the Registrar who is entitled to make use of the Services.
- 1.4. **Conditions of Use:** the conditions of use applicable to any use of the Services. The Conditions of Use shall also apply to any use of the Services by SIDN or the Registrar, independent of the purposes for which the Services are applied or used.
- 1.5. **Intellectual Property Rights:** all rights of intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, related rights, patent rights, and rights to know-how.
- 1.6. **Supplier:** the private company with limited liability ThreadStone Cyber Security, established in Delft and with offices in The Hague, registered with the Chamber of Commerce under file number 61426202, also described as **ThreadStone Cyber Security**.
- 1.7. **Management Portal:** the internet-based management and reporting tool that is made available securely to SIDN, Registrar and Hosters. SIDN, Registrar and Hosters can log in using a username and password. In the web interface, SIDN, Registrar, and Hosters can view statistics, manage Vulnerabilities, and manage different settings.
- 1.8. **Registrar:** every customer of SIDN who is entitled to use the Services.
- 1.9. **TLD:** Top Level Domain. In this case, Stichting Internet Domeinregistratie Nederland (SIDN).

ARTICLE 1. REGISTRATION

- 1.1. Registration is required to make optimum use of the Services. This registration takes place by filling in the registration form.
- 1.2. The user name is equal to your e-mail address. The user name and password are strictly personal. You are responsible for the use of the user name and the password.
- 1.3. Your login details must be kept strictly confidential. ThreadStone Cyber Security cannot be held liable for any misuse of the login details, and may assume that each user who logs in via the Service, is also that user. Everything that is done with your account, is for your account and risk.
- 1.4. If you know or suspect that your login details have fallen into the hands of unauthorised persons, you should change your password as soon as possible and/or notify ThreadStone Cyber Security as soon as possible, to enable ThreadStone Cyber Security to take appropriate measures.
- 1.5. ThreadStone Cyber Security reserves the right to change the user name, the password or the recipient e-mail address if ThreadStone Cyber Security deems it necessary for the functioning of the Services.
- 1.6. It is not permitted to create accounts for or on behalf of others, unless you have the appropriate permission of the legal person/natural person or, if applicable, you are SIDN and create an account on the instructions of a Registrar or if you are a Registrar and create an account on the instructions of a Hoster.

ARTICLE 2. CONCLUSION AND FULFILMENT OF THE AGREEMENT

- 2.1 You are obliged to provide correct, accurate, current and complete information during the registration procedure. An agreement is personal and bound to a legal person. You are not entitled to transfer the rights and obligations from this agreement to third parties without the express prior written consent of ThreadStone Cyber Security.
- 2.2 Insofar as no other arrangements have been agreed on in writing, ThreadStone Cyber Security will ensure that the Services are carried out to the best of its abilities, with due care and professionalism. If and insofar as a good fulfilment of the Services requires, ThreadStone Cyber Security reserves the right to have certain work performed by a third party, without being held to notify you thereof.
- 2.3 ThreadStone Cyber Security is dedicated to taking into account any final delivery dates and/or deadlines as much as possible, as agreed on by them or established in the agreement between the parties. ThreadStone Cyber Security is not bound by any interim (delivery) dates mentioned or agreed between the parties, and these target dates will always have an indicative nature.

- 2.4 You are bound to do all that is reasonably necessary and desirable to allow a timely and correct fulfilment of the Services. In particular, you will ensure that all data which ThreadStone Cyber Security indicates are necessary or of which you should reasonably understand that these are necessary for the performance of the services, are provided to ThreadStone Cyber Security in a timely manner.

ARTICLE 3. USE OF THE SERVICES

- 3.1 If you are a Hostler, the Services are intended solely for use by you. Registrars have the right to purchase the Services and resell the Services to Hostlers for its own account and risk.
- 3.2 ThreadStone Cyber Security is not a party to the agreements between the Registrar and Hostlers.
- 3.3 You are prohibited from modifying, copying, distributing, transmitting, displaying, showing, publishing, licencing, creating derivative works from, transferring or selling any information or software obtained from the Services.
- 3.4 You hereby warrant that the Services will not be used for activities (such as storage or transmission of information) which are in conflict with Dutch law or other applicable laws and regulations.
- 3.5 You are prohibited from, in particular, but not limited to, negatively influencing the Services or having the Services negatively influenced, or using the Services to infringe the rights of third parties. This shall include but is not limited to:
- a. Sending out large-scale unsolicited e-mail or other communications;
 - b. Causing a nuisance or failures, for instance by carrying out or coordinating (distributed) Denial-of-Service attacks, operating or sending botnets or other malicious software such as viruses or spyware;
 - c. Making the Services available to third parties without the prior consent of ThreadStone Cyber Security;
 - d. Uploading files, or otherwise making available, images, photos, software or other material protected by intellectual property rights, including but not limited to any laws with regard to copyright and trademarks (or the rights of privacy or publicity), unless you own or manage the respective rights, or have obtained the necessary consent to do so;
 - e. Using the Services in a manner that could damage, disable, overload or negatively affect a connected website or web application, server or network.
- 3.6 If ThreadStone Cyber Security suspects that the conditions as set out in the two preceding paragraphs are infringed, ThreadStone Cyber Security reserves the right to take all reasonable measures to end this infringement. ThreadStone Cyber Security will notify you of these measures as soon as possible and where possible involve you in the measures to be taken. ThreadStone Cyber Security is never liable to pay compensation for damage as a result of such measures.
- 3.7 If a third party notifies ThreadStone Cyber Security that the Services violate Dutch law or other applicable laws and regulations in any manner whatsoever, ThreadStone Cyber Security will, prior to taking the necessary measures, notify you as soon as possible and ask you to end the violation within a reasonable period of time or to notify this third party, through a motivated letter, why there is no violation. If you do neither of these within a reasonable period of time, ThreadStone Cyber Security reserves the right to take the measures as referred to in the preceding paragraph. In urgent or serious cases, ThreadStone Cyber Security can intervene without warning.
- 3.8 ThreadStone Cyber Security reserves the right to communicate your name, address and other identifying information to a third party with such a legal claim, provided that the accuracy of the claim has reasonably been established. Furthermore, ThreadStone Cyber Security reserves the right to report any criminal offences identified.
- 3.9 Although information made available or read out is not checked in advance, ThreadStone Cyber Security reserves the right (but is not obliged) to refuse or delete the information provided by you at its discretion. ThreadStone Cyber Security also reserves the right to deny you access to any or all of the Services at any time, without notice and for any reason.
- 3.10 Through the Services, services from third parties can also be purchased. If you want to make use of the services of third parties, the (general) conditions imposed by those third parties apply to the agreements between you and the applicable third party at all times. ThreadStone Cyber Security can in no way be held responsible for the fulfilment of the aforementioned agreements.

ARTICLE 4. AVAILABILITY AND WARRANTY

- 4.1 The Services provided by ThreadStone Cyber Security make use of the Internet. ThreadStone Cyber Security will endeavour to offer the widest possible availability of Services, in accordance with the SLA. ThreadStone Cyber Security expressly does not guarantee that the Services or parts thereof are available without errors and are available at all times, or that the volume of Internet traffic can always be handled. ThreadStone Cyber Security does not guarantee that such Services are without disruption or errors, or are fully secure. ThreadStone Cyber Security has no control over the flow of data to or from your network and other parts of the Internet. Such a flow is to a large extent dependent on the Internet services provided or managed by third parties. Any acts or omissions by those third parties can disrupt your Internet connection (or parts thereof).
- 4.2 ThreadStone Cyber Security reserves the right to (temporarily) disable the systems or minimise the use thereof insofar as this is necessary for the maintenance of the systems.
- 4.3 If the disruption or failure is caused as a result of improper or incorrect use of the Services by you, ThreadStone Cyber Security can charge the costs for resolving the disruption or failure to you.

- 4.4 ThreadStone Cyber Security may, from time to time, adjust the functionality of the Services. Your feedback and suggestions are welcome, but ultimately ThreadStone Cyber Security will decide whether and which adjustments will be implemented.
- 4.5 ThreadStone Cyber Security cannot guarantee that the Services will always meet your expectations. The Services are provided "as-is". ThreadStone Cyber Security cannot guarantee that your account will always be in correct working order and/or that continuous access to your account can be obtained. It can also not guarantee that the data processed through the Service are free of errors and/or without omissions.

ARTICLE 5. HELPDESK

- 5.1 The helpdesk is only intended for those employees at your company involved in the configuration and management of the user settings of the Services, and not to answer questions with regard to the scans that form part of the Services.

ARTICLE 6. PROTECTION OF PRIVACY

- 6.1 The provisions of this Article shall apply if, when using the Services to ThreadStone Cyber Security, you provide personal data in processing and ThreadStone Cyber Security acts as a 'processor' and you as 'controller' within the meaning of applicable privacy laws.
- 6.2 Processing of personal data will only take place to the extent necessary for the provision of the Services, plus those purposes reasonably related to them or which are determined with further consent.
- 6.3 The processing of personal data is a side effect in the Service. In principle, ThreadStone Cyber Security will not view the personal data. As a result, ThreadStone Cyber Security in many cases automatically processes all categories of personal data of all categories of data subjects stored on your systems and devices when using the Services.
- 6.4 You certify and guarantee that the content, use and instructions to process the personal data under the agreement does not violate the law and does not infringe any third party rights. In this context, you exempt ThreadStone Cyber Security from all claims from third parties (including regulators) related to it.
- 6.5 Parties will take appropriate technical and organisational measures to protect personal data from loss or any other form of unlawful processing (such as unauthorised knowledge, degradation, modification or disclosure of personal data). These measures will ensure an appropriate level of security, taking into account the state of the art and the cost of implementing, taking into account the risks involved in the processing and nature of the personal data to be protected. ThreadStone Cyber Security does not guarantee that security is effective under all circumstances.
- 6.6 You hereby authorise ThreadStone Cyber Security to use sub-contractors (sub-processors) when processing personal data, in compliance with applicable privacy laws. ThreadStone Cyber Security will inform you on request which sub-processors it turns on. If ThreadStone Cyber Security intends to engage new sub-processors to process personal data, ThreadStone Cyber Security will inform you in advance. You then have two weeks to make a written objection to ThreadStone Cyber Security's intention. If you object to engage a new sub-processor by ThreadStone Cyber Security, the parties will search for a solution. If the parties cannot agree on ThreadStone Cyber Security's intention to engage the sub-processor, ThreadStone Cyber Security is entitled to enable the relevant sub-processor and you are entitled to terminate the agreement by the date on which the new sub-processor is engaged. If you do not object within a two week period, you will be expected to agree to the new sub-processor.
- 6.7 In the event of a personal data breach as referred to in privacy law, ThreadStone Cyber Security will, to the best of its ability, make reasonable efforts to notify you within forty-eight (48) hours of discovery. You will determine whether or not the relevant supervisor authority and/or the data subjects are informed of the infringement. ThreadStone Cyber Security will provide you with all relevant information about the breach, to the extent that this information is available to ThreadStone Cyber Security. You are responsible for complying with statutory reporting obligations. To the extent that ThreadStone Cyber Security is legally required to do so, ThreadStone Cyber Security will assist you in informing the relevant supervisor authority and/or those involved.
- 6.8 In the event that a data subject requests the exercise of his/her legal rights (such as a request to correct or delete personal data) to ThreadStone Cyber Security, ThreadStone Cyber Security will forward the request to you. You will then have to deal with the request yourself. ThreadStone Cyber Security may inform the data subject. ThreadStone Cyber Security will reasonably assist you in dealing with the requests mentioned above. ThreadStone Cyber Security may reasonably charge for this.
- 6.9 You have the right to have audits carried out by an independent third party bound by confidentiality to verify compliance with all the points in this article, and anything directly related to them. This audit may take place once a year. At least two weeks prior to the planned audit, you should inform ThreadStone Cyber Security about this. ThreadStone Cyber Security will cooperate with the audit and make all information reasonably relevant to the audit, including supporting data such as system logs, and employees available as timely as possible. The findings of the audit carried out will be assessed by the parties by mutual agreement and, as a result, whether or not they are carried out by either party or jointly by both parties. The costs of the audit are borne by you. Possible costs incurred by ThreadStone Cyber Security as a result of the audit, for example for providing advice or adjusting the Service, will be reimbursed by you.

ARTICLE 7. TERMINATION

Versie 1.3a
Datum 14 juli 2020

- 7.1 ThreadStone Cyber Security can cancel the agreement before the end of the contract term and without notice of termination if:
- a. You have been granted a suspension of payment, either provisional or definitive, or bankruptcy has been filed for your company;
 - b. You have made false statements, as referred to in Article, or are otherwise in breach of these Conditions of use;
 - c. You have not used the software for more than 12 months;
 - d. Co-financing on the project by the Netherlands Internet Domain Registration Foundation (SIDN) stops;
 - e. You will be disbarred as a member of the Association of Registrars (VvR) after registration on the platform;
 - f. You register on the Management portal after 1 december 2021.
- 7.2 In the situations referred to in 7.1.c to f, further arrangements will be made on the termination of the contract. The following options will be offered:
- a. Perform the 2nd scan within 1 month after one of situations listed under 7.1.c to 7.1.f has occurred or
 - b. Credit of half of the amount invoiced.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The intellectual property rights on the Services, the websites of ThreadStone Cyber Security, user manuals and other materials will at all times be vested in ThreadStone Cyber Security, its licensors or its suppliers.
- 8.2 You hereby acknowledge the intellectual property rights of ThreadStone Cyber Security and undertake to not contest the intellectual property rights of ThreadStone Cyber Security, nor to act in a way which may damage the intellectual property rights of ThreadStone Cyber Security, its licensors or its suppliers.
- 8.3 You will solely acquire the rights of use and powers explicitly granted to you in these Conditions of use, the agreement or otherwise, and in all other respects will not duplicate or publish any Services or other materials made available by ThreadStone Cyber Security. It is prohibited to remove or change any indications of copyright, brands, trade names or other intellectual property rights from the Services or other materials.
- 8.4 ThreadStone Cyber Security reserves the right to take technical measures to protect the Services or other materials. If ThreadStone Cyber Security has secured the Services or other materials by means of technical protection, it is prohibited to remove or evade these protections.
- 8.5 If you send information to ThreadStone Cyber Security, for instance feedback about a failure or a suggestion for improvement, you will give ThreadStone Cyber Security an unlimited and perpetual licence to use this information for the Services. This does not apply to information that you explicitly mark as confidential.

ARTICLE 9. CONFIDENTIALITY

- 9.1 ThreadStone Cyber Security will refrain from examining your personal e-mail and/or files and will not make them available to third parties, unless this is necessary for a proper fulfilment of the Service, ThreadStone Cyber Security is required to do so by Law, a statutory provision or a court ruling, or if you act or are suspected of acting in breach of Dutch Law, a statutory provision of these Conditions of use.
- 9.2 You and ThreadStone Cyber Security shall ensure that all data received from the other party which are known or reasonably should be known to be confidential shall remain secret. The confidentiality in any case comprises personal data, sensitive company, debtor, and file data and information relating to intellectual property rights. This prohibition shall not apply to ThreadStone Cyber Security if and insofar as the making available of the relevant data to a third party is necessary as a result of a court ruling, a statutory provision or for the proper fulfilment of the agreement by ThreadStone Cyber Security. The party receiving the confidential information will only use it for the purposes for which it has been provided. Data will in any case be considered to be confidential if it is denoted as such by one of the parties.
- 9.3 The confidentiality regarding the confidential data will remain in force after termination of the agreement.

ARTICLE 10. LIMITED LIABILITY

- 10.1 You are aware that the Services depend on a stable Internet connection at the location where you want to make use of the Services. ThreadStone Cyber Security cannot exert any influence on your Internet connection, network, equipment and/or other services/devices not supplied by ThreadStone Cyber Security. You are responsible for the maintenance of this Internet connection, network, equipment and/or other services/devices not supplied by ThreadStone Cyber Security.
- 10.2 The liability of ThreadStone Cyber Security for direct damage incurred by the user as a result of an attributable failure to fulfil its obligations under the agreement by ThreadStone Cyber Security, either by a wrongful act by ThreadStone Cyber Security, its employees or third parties engaged by ThreadStone Cyber Security, the liability is limited for each event of damage, where a series of related events counts as one event, to the total amount paid by you for the Services for a period of one (1) month preceding the act or acts causing the liability.
- 10.3 The direct damage is taken to include all damage consisting of:
- a. Direct damage to tangible matters ("property damage");
 - b. Reasonable and demonstrable costs you incurred to urge ThreadStone Cyber Security to (again) properly fulfil the agreement;
 - c. Reasonable costs to establish the cause and scope of the damage insofar as it relates to the direct damage such as referred to here;

- d. Reasonable and demonstrable costs you incurred to prevent or limit the direct damage such as referred to in this Article.
- 10.4 The liability of ThreadStone Cyber Security for indirect damage, including consequential damage, loss of earnings, lost savings, loss of (company) data and damage due to business interruptions, is excluded.
- 10.5 Apart from the cases referred to in this Article, ThreadStone Cyber Security does not accept any liability for damage, regardless of the basis on which a claim for damages would be based. The said limitations of liability referred to in this Article shall however lapse if and insofar as the damage is the result of gross negligence or wilful misconduct of ThreadStone Cyber Security.
- 10.6 The obligation of ThreadStone Cyber Security to compensate damage caused only exists if ThreadStone Cyber Security is notified of the damage in writing within fourteen (14) of the damage arising.
- 10.7 You indemnify ThreadStone Cyber Security against all claims by third parties in connection with the data you store and read using the Services, in particular (but not limited to) breaches of privacy rights within the meaning of the Data Protection Act.

ARTICLE 11. FORCE MAJEURE

- 11.1 No party can be held in default or held to fulfil the obligations under this agreement if he is prevented to do so by force majeure. Force majeure means a cause which is outside the reasonable control of a party and which cannot be prevented by reasonable attentiveness, including in any case disruptions or unavailability of the Internet, the telecommunications infrastructure, synflood, network attack, DoS or DDoS attacks, power failures, natural disasters, terrorism, riots, embargoes, acts by civil authorities or military authorities, rejection of or delays in the processing of applications for export licences, fire, floods, earthquakes, accidents, strikes, breach of contract by a third party or an oil crisis. Force majeure is also understood to mean force majeure on the part of prescribed suppliers of ThreadStone Cyber Security, as well as inadequacy of matters, materials, and programmes from third parties, the use of which is prescribed by you to ThreadStone Cyber Security.
- 11.2 If the force majeure is of a temporary nature, ThreadStone Cyber Security reserves the right to suspend the fulfilment of the agreement until the circumstances causing the force majeure no longer occur. ThreadStone Cyber Security reserves the right to claim payment for performances as part of the fulfilment of the respective agreements before the force majeure occurred.
- 11.3 If this period of force majeure lasts longer than two (2) months, each party reserves the right to terminate the agreement without any obligation to pay damages to the other party.

ARTICLE 12. COMPLAINTS PROCEDURE

- 12.1 Complaints about the Services can be communicated to ThreadStone Cyber Security. Complaints should be communicated (and clearly described) within a reasonable time after a defect has been identified. ThreadStone Cyber Security will try to respond to or resolve your complaint within 14 days after your notification.

ARTICLE 13. EXIT SCHEME

- 13.1 In the case of termination of the agreement, the parties may enter into consultations on the transfer of data stored by you. The above is at all times limited to the options offered by ThreadStone Cyber Security.
- 13.2 All work carried out by ThreadStone Cyber Security in connection with the preceding paragraph after termination of the agreement will be charged on the basis of actual costs at the prices applicable at that time.

ARTICLE 14. CHANGES

- 14.1 ThreadStone Cyber Security reserves the right to amend or supplement these Terms of Use.
- 14.2 Amendments also apply to agreements already concluded, subject to a period of 30 days after publication of the change on the ThreadStone Cyber Security website or by electronic messaging. Minor changes or changes necessary due to new or amended legislation may be made at any time, without your right to terminate the agreement.
- 14.3 If you do not wish to accept a change in these Terms of Use, you may terminate the agreement by that date, subject to the second paragraph of this Article, subject to the second paragraph of this Article.

ARTICLE 15. OTHER PROVISIONS

- 15.1 This agreement is governed by Dutch law. All disputes arising under or in connection with the Conditions of use will be submitted to the competent Dutch court of the jurisdiction where ThreadStone Cyber Security has its registered office.
- 15.2 In these Conditions of use, "in writing" is meant to include communication by e-mail, fax or the Services, provided that the identity of the sender and the integrity of the content can be sufficiently established.
- 15.3 If any provisions of these Conditions of use appear to be null and void, this does not affect the validity of the rest of the Conditions of use. The parties will in that case established one or more new provisions in its or their place, as much as possible retaining the intention of the original provision.
- 15.4 The version of any communications (including logfiles) received or stored by ThreadStone Cyber Security is considered to be authentic and compelling proof, subject to proof to the contrary to be submitted by you.
- 15.5 ThreadStone Cyber Security reserves the right to transfer its rights and obligations under the Conditions of use to a third party who will take over the Services or the relevant business activities.

INDEMNITY AGREEMENT

THREADSTONE CYBER SECURITY

VULNERABILITY SCANNING

Part of the vulnerability scan is the investigation of and reporting on any weaknesses in the (system) software of the Internet site or host (either an IP address or URL) (hereinafter referred to jointly as: the "Targets") to be scanned. On behalf of your company/organisation, you declare that ThreadStone Cyber Security B.V. offering this/these scan(s) is allowed to perform the scan(s) and that you are authorised to represent your company/organisation.

ARTICLE 1. GENERAL

ThreadStone Cyber Security B.V. will perform the vulnerability scans (hereinafter to be referred to as: "the Services") to the best of its abilities, without adverse consequences for the existing infrastructure. ThreadStone Cyber Security B.V. aims to provide good accessibility of the website and the Services it offers electronically. ThreadStone Cyber Security B.V. is dedicated to, to the best of its ability, not carry out any (distributed) Denial of Service attacks or have these carried out, restart systems or perform any other activity which disrupt the operation of the website or host, and the data will, in principle, only be made available to you and not be made public. If possible, data will be collected for analytical purposes.

The information provided by ThreadStone Cyber Security B.V. is solely for general use and does not constitute an opinion. ThreadStone Cyber Security B.V. cannot be held liable for any form of damage ensuing from the use (or inability to use) the information provided via the website and/or the Services, including damage caused by incompleteness or inaccuracy of the information, unless the damage is the result of gross negligence or wilful misconduct.

You hereby agree that all results (also: the conclusion that there is/is not a breach of security) provided by ThreadStone Cyber Security B.V. in the context of the agreement concluded with you, will only be a tool towards a solution and that the use of the Services requires the assistance of trained staff. You also acknowledge and agree that ThreadStone Cyber Security B.V. has not proposed its services to resolve security breaches and/or defects as such, prescribe a solution or carry out other tasks which fall under the resolution of security breaches and/or defects.

You acknowledge and declare that:

- (i) ThreadStone Cyber Security B.V. has no control of your security solutions and the use thereof by you; and
- (ii) ThreadStone Cyber Security B.V. is not aware of the specific or unique circumstances in which the security solutions are used by you.
- (iii) ThreadStone Cyber Security B.V. cannot offer any guarantees with regard to the nature or quality of the follow-up by you in response to the results of the Services.

If any mistakes are made in the execution, ThreadStone Cyber Security B.V. cannot be held liable for anything else than any consequences other than provided for in the Conditions of use of the Services.

ARTICLE 2. AUTHORISATIONS AND GUARANTEES

- (i) You hereby grant ThreadStone Cyber Security B.V. the unlimited authorisation to, for the duration and the fulfilment of the agreement concluded, access, use and operate the Targets, including all present and associated systems and infrastructures, irrespective of whether they are owned by third parties. You hereby declare to have permission from those third parties which may suffer the consequences of the vulnerability scans and to have properly informed them of the Services;
- (ii) You hereby grant ThreadStone Cyber Security B.V. permission to disable or circumvent any security measures applied in or near the Targets, and to open and copy the data present on a Target, but only if necessary for the correct fulfilment of the Services.
- (iii) You hereby declare and guarantee that you are authorised to grant the authorisations and permissions to ThreadStone Cyber Security B.V.. You also declare that you are authorised to grant this authorisation on behalf of and to have the permission from third parties that may suffer the consequences of the Services.

ARTICLE 3. LIABILITY

- (i) You hereby indemnify ThreadStone Cyber Security B.V. against all claims by third parties and legal actions taken in connection with the Services.
- (ii) If fines are imposed on ThreadStone Cyber Security B.V. by the authorities in connection with the work under this Indemnity agreement, or the Court imposed a duty to pay damages to a third party, these fines and damages will be fully compensated by you.
- (iii) If staff working for ThreadStone Cyber Security B.V. are arrested, obstructed or detained by the Police, other authorities or private security staff on the basis of a suspicion of a criminal offence or an unlawful act with

respect to the Services, with regard to this work ordered by you, you are obliged to make every effort to bring this situation to an end as quickly as possible.

- (iv) All legal costs (such as lawyer's fees or expert fees) ThreadStone Cyber Security B.V. has to incur in connection with a legal claim with respect to the Services, with regard to this work ordered by you, will be compensated by you immediately and in full. A precondition is that ThreadStone Cyber Security B.V. will notify you as soon as possible, if possible in advance, of costs to be incurred and involve you in the decision process. The aforementioned provisions only apply if the principle can be traced back to the work carried out with respect to the Services by ThreadStone Cyber Security B.V..
- (v) The said limitations of liability referred to in this Indemnity agreement shall however lapse if and insofar as the damage is the result of gross negligence or wilful misconduct of ThreadStone Cyber Security B.V..