

FOX-IT GENERAL TERMS & CONDITIONS FOR SERVICES
VERSION: EU_NL_202202

ARTICLE 1 CONTRACT STRUCTURE

Article 1.1 The contract pursuant to which Fox-IT will provide services is made up of the following (together the 'Contract'):

1.1.1 the Statement of Work, together with any other document(s) referred to therein;

1.1.2 any applicable Services Module(s), together with any other document(s) referred to therein; and

1.1.3 these General Terms & Conditions for Services (the 'General Terms and Conditions').

Article 1.2 In the event of any conflict between any of the documents that make up the Contract (or particular clauses therein), they shall be applied as set out in 1.1.1 to 1.1.3 with descending order of precedence.

Article 1.3 The applicability of Client's terms and conditions is expressly rejected.

ARTICLE 2 DEFINITIONS

Article 2.1 The following definitions apply:

'Affiliate' means in respect of a party any entity that directly or indirectly Controls or is Controlled by such party;

'Client' means the legal entity other than Fox-IT which is the contracting party to the Contract;

'Confidential Information' means any information, whether written, oral, in electronic form or in any other media, which, by its nature, may reasonably be regarded as confidential, including but not limited to: (i) in respect of Client: details of Client's systems, equipment, procedures, network configuration, topology and/or passwords, (ii) in respect of Fox-IT: pricing, tooling, reports and/or details of Fox-IT's methodologies. Information shall in any event be regarded as confidential if it is designated as such by one of the parties;

'Consultant(s)' means the individual(s) involved by Fox-IT in the performance of the Contract;

'Control' means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity. 'Controls' and 'Controlled' shall be construed accordingly;

'Data Protection Legislation' means all laws and regulations of the European Union, its member states and the United Kingdom that govern the processing of personal data in connection with the performance of the Contract;

'Deliverables' means all reports, documents, papers, designs, software, and/or all other materials in whatever form, including hard copy and electronic form, to be prepared by Fox-IT and delivered to Client as part of the Services;

'Fees' means the fees for the Services as set out in the Statement of Work;

'GDPR' means Regulation (EU) 2016/679 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;

'Good Industry Practice' means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services;

'Fox-IT' means the Fox-IT legal entity identified in the Statement of Work. If no such entity has been identified, Fox-IT refers to Fox-IT B.V.;

'Services' means the services to be provided by Fox-IT as part of the Contract;

'Services Module(s)' means one or more modules with additional terms and conditions of Fox-IT applicable to the relevant Services concerned;

'Statement of Work' means Fox-IT's document, under whatever name (for instance: Proposal, Offer, Engagement Letter, Statement of Work etc.), that sets out the Services to be performed and the associated Fees.

ARTICLE 3 FOX-IT DUTIES

Article 3.1 Fox-IT shall provide the Services using reasonable skill and care in accordance with Good Industry Practice.

Article 3.2 Unless agreed upon otherwise in the Statement of Work, the Services are only provided on business days during normal business hours of Fox-IT.

Article 3.3 All Services are provided on the basis of a reasonable effort obligation, unless and to the extent that Fox-IT has agreed to a specific result in the Statement of Work and the result concerned is sufficiently determined.

Article 3.4 All (delivery) dates referred to by Fox-IT have been determined to the best of its knowledge on the basis of the information known to Fox-IT when the Contract was entered into. Interim (delivery) dates referred to by Fox-IT and/or agreed upon between the parties always count as target dates, do not bind Fox-IT and are always indicative. Fox-IT will use reasonable efforts to comply as much as possible with final (delivery) dates. Fox-IT is, however, not bound by a (delivery) date that cannot be met due to circumstances that have occurred after entering into the Contract and/or due to circumstances beyond its control. Nor is Fox-IT bound by a (delivery) date if the parties have agreed to a change in the content and/or scope of the Contract (additional work, changes to specifications, etc.) and/or a change in the approach to the implementation of the Contract. In the event a (delivery) date cannot be met, Fox-IT and Client will discuss the impact on further planning. The mere fact that a (delivery) date, final or otherwise, specified by Fox-IT and/or agreed upon between the parties has been exceeded, shall not mean that Fox-IT is automatically in default.

Article 3.5 Whilst Fox-IT will use reasonable endeavours to have the same Consultant(s) involved throughout the performance of the Contract, it reserves the right to replace a Consultant with individual(s) that singularly, or in combination, have at least comparable qualification and experience.

Article 3.6 If a Consultant is present on Client's premises, Fox-IT shall use reasonable endeavours to ensure that the Consultant complies with such reasonable site rules and procedures as are notified in a timely manner to Fox-IT by Client from time to time.

Article 3.7 Subject to Fox-IT's obligation to provide the Services with reasonable skill and care in accordance with the terms and conditions of the Contract, Client accepts and acknowledges that all Services provided by Fox-IT reflect the state of Client's systems, software, data, processes, infrastructure etc. (as relevant to the Services concerned) as at the date that the Services are provided, insofar within the scope of the Contract. Client further accepts and acknowledges that the Services reflect the level of information reasonably available to Fox-IT when providing the Services.

Article 3.8 Fox-IT shall only be obliged to follow timely and well-founded instructions issued by Client during the performance of the Contract, if and insofar this has been agreed in writing. Fox-IT shall not be obliged to follow instructions that change and/or extend the content and/or scope of the agreed Services. If, however, such instructions are followed, such work shall be compensated by Client in accordance with the applicable (hourly) rates.

ARTICLE 4 CLIENT DUTIES

Article 4.1 In order to facilitate the proper performance by Fox-IT of the Contract, Client shall in a timely manner provide Fox-IT all data and information that Fox-IT deems to be useful and/or necessary and shall give its full cooperation in a timely manner. Client is responsible for ensuring such data and information are accurate and complete.

Article 4.2 Client guarantees vis-à-vis Fox-IT that the content, use and/or processing of data and/or materials are not unlawful and do not infringe any third party's right. Client indemnifies Fox-IT and its Affiliates against any and all losses, damages, fines, demands, costs, expenses, fees and liabilities of whatever nature as a result of claims by persons whose data are or have been processed and for which processing Client is responsible pursuant to Data Protection Legislation, unless Client proves that the facts on which a claim is based are attributable to Fox-IT.

Article 4.3 If Client deploys its own personnel within the context of providing cooperation in the performance of the Contract, such

personnel shall have the necessary knowledge, expertise and experience.

Article 4.4 Where the Services are provided on Client's premises, Client shall ensure these premises are safe. If the Services are provided on Client's premises, Client shall, when necessary to provide the Services, make available in a timely manner suitable working space for the Consultant(s), including any required network access and access to data centers, server and switch rooms.

Article 4.5 Client shall bear the risk of the selection, the use, the application and the management within its organisation of the Services, the Deliverables, data and other materials provided as part of the Services.

Article 4.6 If use needs to be made of systems, software, data, processes, infrastructure or other items for which Client is responsible, Client shall be responsible for the selection and the functioning of these and for ensuring that these are available in full and in a timely manner.

Article 4.7 Client confirms it has not and will not procure the Services for a third party. If, however, the services are provided for the benefit of a third party, nothing shall be construed as Fox-IT to have a direct contractual relationship with such a third party. Client is and remains fully responsible for ensuring that any such third party does not act contrary to the Contract. Client at all times remains liable for the acts or omissions of these third parties as if they were Client's own acts or omissions. Client shall indemnify Fox-IT and its Affiliate(s) against any and all losses, damages, fines, demands, costs, expenses, fees and liabilities of whatever nature incurred by Fox-IT as a result of any claim or action brought by any third party on behalf of which the Services are provided.

ARTICLE 5 COMMENCEMENT, TERM & RENEWAL

Article 5.1 The Services or, if applicable, each Service portion will commence on the date set out in the Statement of Work. If no such data has been agreed upon in the Statement of Work, the parties shall arrange a mutually convenient time and date for the commencement of the Services or, if applicable, each Service portion.

Article 5.2 If and insofar the Contract is a continuing performance contract, the Contract shall be entered into for the term set out in Statement of Work, failing which a term of one (1) year applies.

Article 5.3 If and insofar the Contract is a continuing performance contract, the term of the Contract shall be extended, each time by one (1) year terms, unless Client or Fox-IT terminates the Contract in writing with due observance of a notice period of three (3) months prior to the end of the then current term.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

Article 6.1 All intellectual property rights with respect to the software, data files and other materials, including analyses, documentation and reports, developed and/or made available to Client are exclusively owned by Fox-IT, its licensors or its suppliers. Client shall only have the rights of use expressly granted in writing in the Contract and based upon applicable law. Any rights of use granted to Client shall be non-exclusive, non-transferable to third parties and non-sublicensable. A Deliverable may only be used by Client for its own internal business purposes, unless otherwise agreed upon in writing. Nothing in the Contract constitutes a transfer or any obligation thereto of any intellectual property right.

Article 6.2 Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from any material provided.

Article 6.3 Subject to the limitations set forth in clause 10.2, Fox-IT shall indemnify Client against any legal claims from third parties based on the assertion that materials developed by Fox-IT itself infringe an intellectual property right of the third party in question, under the condition that Client notifies Fox-IT immediately in writing of the existence and content of the legal claim and leaves the disposal of the case entirely to Fox-IT. To this end, Client shall provide Fox-IT with the information and cooperation that it requires in order to defend itself against these legal claims. This obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to Fox-IT by Client for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by Client, or by a third party on behalf of Client, to the materials, without Fox-IT's prior written consent.

If it is irrevocably established in court that the materials developed by Fox-IT itself constitute an infringement of any intellectual property right vested in a third party or if Fox-IT believes that there is a good chance that such an infringement may occur, Fox-IT shall, where possible, ensure that Client can continue to use the materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of Fox-IT shall be excluded.

ARTICLE 7 FEES & PAYMENT

Article 7.1 Unless the parties have agreed an invoice schedule in the Statement of Work, Fox-IT shall invoice Client for the Services in full at entering into the Contract. For Services that are provided on an hourly rate, Fox-IT shall invoice Client for the Services on a monthly basis based upon actual hours and costs.

Article 7.2 All pre-calculations and/or budgets issued by Fox-IT shall be indicative only. Client cannot derive any rights and/or expectations from a pre-calculation and/or budget issued by Fox-IT. An available budget made known to Fox-IT by Client shall only apply as a (fixed) price agreed between the parties for the Services or Service portion concerned, if this has been expressly agreed in writing in the Statement of Work.

Article 7.3 If Fox-IT has performed other work that fall outside of the content and/or scope of the agreed Services at the request or with the prior consent of Client, such work shall be compensated by Client in accordance with the applicable (hourly) rates. The terms and conditions of the Contract apply to any such work performed by Fox-IT.

Article 7.4 Any costs for providing any assistance and/or cooperation pursuant clause 9.2 are at Client's expense. Such assistance shall be compensated by Client in accordance with the applicable (hourly) rates.

Article 7.5 Should Fox-IT be requested and/or required in any dispute, regulatory investigation or similar to which Fox-IT is not a party, to provide witness evidence, documents, information and/or other materials relating to the Services, Fox-IT may invoice Client for any associated fees, costs and expenses. Such work shall be compensated by Client in accordance with the applicable (hourly) rates. Fox-IT shall, however, under no circumstances be obliged to comply with such a request, and where it does comply, it may require Client to enter into a separate written agreement for this purpose. If no such agreement has been agreed upon, the terms and conditions of the Contract apply to such work.

Article 7.6 Client shall pay each invoice in full to the bank account nominated in writing by Fox-IT within thirty (30) days of the date of the invoice. Client is not entitled to suspend any payment or to set off any amounts due.

Article 7.7 All prices quoted are in Euro and exclusive of VAT and any other applicable taxes, unless explicitly indicated differently.

Article 7.8 If any sum payable under the Contract is not paid on or before the due date for payment Fox-IT will be entitled to charge Client interest on that sum equal to the statutory interest rate for commercial transactions, without a demand or notice of default being required. If Client still fails to pay the amount owed after receiving a demand or notice of default, Fox-IT may refer the debt for collection, in which case Client shall, to the maximum amount allowed under applicable law, be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts

Article 7.9 If and insofar the Contract is a continuing performance contract, Fox-IT is entitled to adjust the prices and rates yearly in accordance with the index as agreed in the Statement of Work. Fox-IT will inform Client in writing of an adjustment of the prices and rates taking into account a notice period of at least one (1) month.

ARTICLE 8 CONFIDENTIALITY & PUBLICITY

Article 8.1 Each party shall ensure that all Confidential Information of and received from the other party is kept confidential. Subject to clauses 8.2-8.4, none of the parties shall without the other's prior consent: (i) disclose to any other party any such Confidential Information of and entrusted to it by the other party (or its Affiliates) in the course of performing the Contract, and (ii) make any public announcement related to the Services and the Contract.

Article 8.2 Each party shall, however, be entitled to disclose Confidential Information where necessary to (i) its Affiliates, (ii) the personnel of the Party and its Affiliate(s), (iii) third parties engaged in the performance of the Contract, and/or (iv) insurers, insurance brokers,



third party advisors, auditors and/or accountants, provided in all cases that the same are under a duty of confidentiality no less onerous than as set out in the Contract. The receiving party shall at all times be fully responsible to the disclosing party for the compliance by such persons and/or entities with the confidentiality obligations as set forth herein.

Article 8.3 Where the Services are being provided in connection with the assessment of Client or its products against a standard or scheme operated by a third party accreditation or approval body, Fox-IT may be required to allow such third party accreditation or approval body to inspect and/or supervise the performance of the Contract. In such cases, Client agrees that Fox-IT may allow such supervision and disclose Confidential Information of Client to such third party accreditation or approval body to the extent reasonably required, including providing copies of the Deliverables where applicable.

Article 8.4 Clauses 8.1 shall not apply to (i) information already in the receiving party's possession, (ii) which comes into the public domain, other than by breach by the receiving party or its Affiliates, employees, agents and sub-contractors of applicable confidentiality obligations, (iii) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (iv) which is required to be disclosed by applicable law, a binding court order, a request of an authorized governmental authority or by the rules of any stock exchange. The receiving party that is required to disclose any of the Confidential Information of disclosing party in the situation under (iv) shall, to the extent permitted by law, give prompt notice thereof to the other party so that this party may seek a protective order or other appropriate relief from a proper authority. Unless such a protective order cannot be obtained within a reasonable time, the party that is required to disclose the Confidential Information may disclose, however, only the relevant portion of the Confidential Information that it is legally required to disclose.

ARTICLE 9 DATA PROTECTION

Article 9.1 The terms 'controller', 'processor', 'personal data', 'data subject', 'processing', 'personal data breach' and other terms in this article that relate to processing of personal data have the meaning as described in the GDPR.

Article 9.2 This clause 9.2 applies only if and insofar as Fox-IT processes personal data as a processor or as a sub-processor of Client. If this is the case, Fox-IT and Client shall agree upon the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of personal data, data subjects and recipients as part of the Statement of Work. Where required this information shall be updated by both parties from time to time upon mutual agreement. If and insofar Fox-IT is acting in a processor capacity, the following clauses for data processing apply:

9.2.1 Fox-IT shall process the personal data only on documented instructions from Client, unless processing is required by law and regulations to which Fox-IT is subject. In such a case, Fox-IT shall inform Client of that legal requirement before processing, unless applicable law and/or legislation prohibit such information on important grounds of public interest.

9.2.2 Fox-IT shall notify Client if, in Fox-IT's opinion, an instruction of Client infringes Data Protection Legislation.

9.2.3 Fox-IT shall ensure that persons authorised to process the personal data have committed themselves to confidentiality.

9.2.4 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Fox-IT shall for its processing activities implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Fox-IT shall provide information regarding its technical and organisational measures upon Client's request. The foregoing does not prejudice Client's responsibilities to take appropriate technical and organisational measures, in particular with regard to information processing systems of Client or any party for which Client is responsible.

9.2.5 If personal data is processed by a sub-processor under Fox-IT's instruction, Fox-IT shall obtain prior authorisation from Client, such authorisation not to be unreasonably withheld or delayed. Fox-IT shall ensure such processing is governed by a contract with obligations satisfying the requirements laid down in Data Protection

Legislation. Client hereby authorises Fox-IT to appoint its Affiliates as sub-processors. Client hereby also authorises Fox-IT to make personal data available to sub-processors whose services are being engaged for the performance of the Contract.

9.2.6 Fox-IT shall assist Client by appropriate technical and organisational measures, insofar this is possible and applicable, for the fulfilment of its obligation to respond to requests for exercising the data subject's legal rights. Fox-IT will notify Client without delay if Fox-IT receives a request from a data subject under Data Protection Legislation if it relates to personal data processed in the performance of the Contract, and shall not respond to such request, except based on Client's documented instructions or where this is required by applicable law and/or legislation, in which case Fox-IT will notify Client of that legal obligation before accommodating the request, insofar this is permitted.

9.2.7 Fox-IT shall, if Client so requests, prior to the processing, give its reasonable cooperation that is necessary for fulfilment of any obligation of Client under the Data Protection Legislation to carry out a data protection impact assessment and, in that connection, for consulting with the data protection supervisory authority, insofar as Client itself does not have access to the relevant information and that information is available to Fox-IT.

9.2.8 Fox-IT shall, at the choice and expense of Client, delete or return all the personal data to Client after the end of the provision of Services relating to the processing of personal data, and shall delete existing copies, unless applicable law and/or legislation requires storage of the personal data. If, on termination of the Contract, Client has failed to announce in writing that it wants to have the personal data returned, Fox-IT is entitled to delete the personal data or arrange for the data to be deleted.

9.2.9 Fox-IT shall make available any necessary information that Client requests on reasonable grounds and that is necessary to demonstrate fulfilment by Fox-IT of the obligations set forth in Data Protection Legislation, insofar they concern the processing activities by Fox-IT for Client. Where the information concerned is confidential, Fox-IT may require that the information be reviewed at Fox-IT's premises only. Fox-IT is entitled to impose reasonable further conditions to such request in order to safeguard the confidentiality and integrity of such information.

9.2.10 Fox-IT shall notify Client within 48 hours of Fox-IT becoming aware of a personal data breach by Fox-IT or its sub-processors. Fox-IT will investigate any such personal data breach and provide a report to Client setting out the results of such investigation as soon as reasonably practicable. If a data breach was caused, in whole or in part, by Client's actions, Client will pay for the work part of such investigation by or at the instructions of Fox-IT. Such work shall be compensated by Client in accordance with the applicable (hourly) rates

9.2.11 Fox-IT shall only transfer personal data to a third country or international organisation if the conditions for such international data transfer as set out in Data Protection Legislation are met, for instance in case a finding of adequacy has been made in respect of a relevant third country.

9.2.12 Client may commission an audit, no more than once per year and at Client's expense, by an independent, certified external expert who has demonstrable experience in the type of data processing that is carried out under the Contract. Fox-IT is entitled to refuse an expert if this expert affects or may affect, in Fox-IT's reasonable opinion, Fox-IT's competitive position. The audit is limited to verifying compliance with the arrangements on personal data processing as laid down in the Contract. The expert is obliged to observe confidentiality with respect to his findings and only reports issues to Client which result in a failure by Fox-IT to meet its obligations under the Contract. The expert provides Fox-IT with a copy of this report. Fox-IT may refuse an expert, an audit or an instruction by the expert if this should be, in Fox-IT's opinion, in violation of Data Protection Legislation or other laws and regulations or if this should be an unacceptable breach of the security measures implemented by Fox-IT. Fox-IT may require an audit plan to be agreed in advance, including the scope, elements, timing and duration of the audit. Fox-IT is entitled to charge Client for reasonable costs incurred.



ARTICLE 10 LIABILITY

Article 10.1 Neither party excludes and limits any liability for:

10.1.1 death or personal injury to the extent that such death or injury results from gross negligence; or

10.1.2 any other liability that cannot be excluded by law.

Article 10.2 Subject to clause 10.1, Fox-IT's maximum aggregate liability due to an attributable failure to perform the Contract or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with Client, shall be limited to direct loss or damage not exceeding an amount of one hundred per cent (100%) of the total Fees (excl. VAT) stipulated in the Statement of Work. If the Contract essentially is a continuing performance contract with a term of more than one year, the total Fees shall be set at the sum (excl. VAT) stipulated in the Statement of Work for one year. The total liability of Fox-IT for direct loss or damage, for any reason whatsoever, shall, however, under no circumstances exceed € 500.000 (five hundred thousand Euro).

Article 10.3 Except as provided in clause 10.1 above, Fox-IT's liability for the following shall be excluded:

10.3.1 any loss, claims, demands, actions, costs, expenses or liabilities arising from or in connection with any materials or instructions supplied by Client or any third party acting on behalf of Client, which are incomplete, incorrect, inaccurate, illegible or defective in any other way;

10.3.2 loss of actual or anticipated profits;

10.3.3 loss of goodwill or damage to reputation;

10.3.4 loss of business or contracts;

10.3.5 loss of savings;

10.3.6 loss of data or undertaking the restoration or recovery of data or software restoration;

10.3.7 any special, indirect or consequential loss.

For the avoidance of doubt, clauses 10.3.1 to 10.3.7 above apply whether such damage is direct, indirect, consequential or otherwise. Each such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

Article 10.4 The provisions of this clause 10 and all other restrictions and exclusions of liability part of the Contract shall also apply in favour of all entities and persons that Fox-IT engages in the performance of the Contract.

ARTICLE 11 RESCISSION & TERMINATION

Article 11.1 A party shall only be authorised to rescind the Contract as a result of an attributable failure to perform the Contract, if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its material obligations arising from the Contract. Client's payment obligations shall in all cases be regarded as material obligations arising from the Contract.

Article 11.2 If Client has already received part of the Services at the time of rescission, these Services and the related payment obligation cannot be revoked, unless Client is able to demonstrate that Fox-IT is in default in respect of a substantial part of these Services. Any amounts that Fox-IT has invoiced before rescission in connection with the Services that it has duly provided for pursuant the Contract, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

Article 11.3 Each of the parties may terminate the Contract in full or in part in writing without notice if: (i) the other party is granted a suspension of payment, whether or not provisionally, (ii) bankruptcy is claimed in respect of the other party, or (iii) the other party's undertaking is liquidated or terminated, other than for the purpose of reconstruction or merger of undertakings.

Article 11.4 The Client shall under no circumstances be entitled to terminate the Contract for convenience if has been entered into for a fixed term before the end of the term.

Article 11.5 If the Contract is entered into for an indefinite period of time, the Contract may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed a notice period, a reasonable period of time must be observed for termination. Parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.

ARTICLE 12 ANTI-BRIBERY & MODERN SLAVERY

Article 12.1 Both parties will comply with (i) all applicable anti-bribery law and legislation, and (ii) any applicable anti-slavery law and legislation. Neither party will offer, promise, give, request, agree to receive, receive or accept a bribe, financial advantage or other advantage or commit any corrupt act.

ARTICLE 13 FORCE MAJEURE

Article 13.1 No party shall be required to fulfill an obligation, including any guarantee obligation agreed between the parties, if a party is prevented from doing so due to force majeure or other circumstances beyond the party's reasonable control. This shall also mean: (i) force majeure or other circumstances beyond the reasonable control of Fox-IT's suppliers, (ii) failure to properly comply with obligations by suppliers prescribed by Client, (iii) inadequacy of equipment, software or materials whose use is prescribed by Client to Fox-IT, (iv) government measures, (v) electricity failure, (vi) internet failure or failure of computer network or telecommunications facilities, (vii) general transport problems, and/or (viii) a pandemic. If a force majeure situation lasts longer than ninety (90) days, each of the parties has the right to rescind the Contract in writing. Services already performed on the basis of the Contract shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

ARTICLE 14 GENERAL

Article 14.1 Derogations from and/or additions to these General Terms and Conditions shall be valid only if they have been agreed in writing between the parties.

Article 14.2 Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified in writing by each party to the other from time to time.

Article 14.3 Fox-IT shall be entitled to sub-contract any or all of the Services to any of its Affiliates without the prior written consent of Client provided that Fox-IT remains liable for the acts or omissions of its Affiliates as if they were Fox-IT's own acts or omissions.

Article 14.4 If one or more provisions of the Contract are null and void or voided, the other provisions shall remain in full force and effect. In that case, Fox-IT and Client will consult with each other with the goal to agree one or more new provisions to replace the null and void or voided provision(s), while respecting as far as possible the purpose and scope of the null and void or voided provision(s).

Article 14.5 The Contract shall be governed and construed in accordance with the substantive law of the Netherlands. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded. Any dispute between the parties in relation to the Contract will be submitted only to the competent court in the district of The Hague, unless the parties have agreed or agree on an alternative method of dispute resolution in writing.

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