

**Media Security Networks software license agreement for:****YourSafetynet**

Revision 1.10 – 2022-01-10

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This license agreement is an integral part of and applies to all assignments given by the Licensee to Media Security Networks, to all agreements building on this license agreement, to all supplementary agreements and to all follow-up agreements, however named and under whatever title.

**Whereas:**

1. Media Security Networks has developed Software under the name “YourSafetynet” that covers various risks during the computer and internet usage.
2. The software and documentation pertaining to this license (hereinafter jointly referred to as: the “Software”) are owned by Media Security Networks or its licensors and are protected by copyright legislation.
3. Even though the Software shall at all times remain the property of Media Security Networks after acceptance of this license you shall be entitled to use the Software. This license is applicable to all

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4. Together with this license, Media Security Networks can/will also provide additional services, such as cloud services, data storage and the like, whether or not via third parties. follow-up agreements, however named and under whatever title.

**Media Security Networks and the licensee declare to have agreed as follows:****1. Rights and obligations of the licensee****1.1 The licensee is entitled:**

- A. to use one copy of the Software on one single computer, which computer must basically be owned by the licensee. Media Security Networks grants the licensee a non-exclusive license for the use of the Software, which license is accepted by the licensee. If a License Module has been added to this license or predates or postdates this license the licensee shall be entitled to use the Software that is licensed to the licensee by Media Security Networks on the specified number of computers and to make the number of copies that is specified in the License Module and to use the Software for the purpose specified in or with the License Module. The License Module represents the evidence of this right. That is why the licensee must properly store the License Module. Namely, without the License Module the licensee is not entitled to copy the Software;
- B. to make one copy of the Software for archiving purposes or to copy the Software on a hard disc on the computer and to keep the original for archiving purposes;
- C. offer or use the Software in a network, provided the licensee disposes of a license copy of the Software for each and every computer that can access the

- Software via the network;
- D. after written notification to Media Security Networks, transfer the Software to another person or another entity on a permanent basis, provided the licensee does not keep copies of the Software and the party to whom the Software has been transferred agrees with the provisions of this licence;
  - E. the YourSafetyNet Pro; use the Pro Edition of this Software in the course of a profession or business or for any commercial purpose;
  - F. the YourSafetyNet IBP; use the School or IBP Edition of this Software for the benefit of a government entity or educational institution without profit motive for primary and secondary education or for intermediate or higher vocational education;
  - G. the YourSafetyNet Zorg, use the Healthcare Edition of this Software for healthcare-related institutions and organizations;
  - H. the YourSafetyNet SIM; use the SIM edition of this Software for professional, commercial, governmental, educational and / or healthcare-related institutions and organizations;
  - I. the YourSafetyNet RVV; use the RVV edition of this Software for professional, commercial, governmental, educational and / or healthcare-related institutions and organizations;
  - J. use the Software in accordance with the additionally permitted applications that are elaborated below.

### 1.2 The licensee is not entitled to:

- A. copy the printed documentation delivered with the Software;
- B. sublicense, rent or lease any part of the Software; reverse-engineer, decompile, disassemble, change, translate, attempt to discover the source codes of the Software or to use the Software as a basis for other products without the prior approval in writing of Media Security Networks;
- C. sell, rent or otherwise make the Software available to third parties for financial consideration, use the same for the benefit of third parties or use the same as part of a timesharing, service provider or service agency scheme, barring resale pursuant to article 8, without the prior approval in writing of Media Security Networks;
- D. use an earlier version or copy of the Software once the licensee has received and installed an alternative set of discs or an updated version. When upgrading the Software all copies of the earlier version must be destroyed;
- E. use a later version of the Software than the

- F. currently delivered version of the Software, unless the licensee purchased an 'upgrade insurance and/or agreement' or otherwise acquired the right to use a later version;
- F. transfer the rights and obligations by virtue of this Licence Agreement to a third party without the prior approval in writing of Media Security Networks. Media Security Networks is authorised to connect conditions to the grant of permission;
- G. the YourSafetyNet Pro; use the Business Edition of this Software for the benefit of adult education, company trainings, courses or any other educational activity by a natural person acting in the course of a profession, a company or another institution with profit motive;
- H. the YourSafetyNet IBP; use the School Edition of this Software for the benefit of adult education, company trainings, courses or any other educational activity by a natural person acting in the course of a profession, a company or another institution without profit motive.
- I. the YourSafetyNet Zorg; use the Healthcare Edition of this Software for the benefit of adult education, company trainings, courses or any other educational activity by a natural person acting in the course of a profession, a company or another institution without profit motive.
- J. use the Software in a manner that has not been approved in this Licence Agreement, including the abuse, damage and destruction of the Software;
- K. use the Software in a manner that is in breach of the additional restrictions that are elaborated below;
- L. change or adjust the Software.

### 2. Fee:

For the rights granted to the licensee, as referred to in Article 1.1 of the License Agreement, the licensee will pay Media Security Networks a fee (unless explicitly stated otherwise in writing, in euros) in accordance with the selected software configuration and as selected by the licensee in the web shop or alternative purchase. This fee is also payable for each and every renewal in conformity with article 12.1 below. The level of the fee is calculated on the basis of the number of users that falls under the scope of the license. For this purpose a user is understood as each and every data subject to whom the General Data Protection Regulation (GDPR) is applicable and for whom the licensee is responsible. In case of an increase or decrease of a maximum of 5% of the number of users, Media Security Networks will not make any adjustment

to the license costs. Overstepping of the stipulated number of users by 10% or more shall immediately be reported to Media Security Networks by the licensee after which Media Security Networks is entitled to charge an additional fee. Media Security Networks reserves the possibility and the right to check the number of users. If the number of users is higher than the number of users stipulated by and between Media Security Networks and the licensee whilst the licensee did not report this as intended above then Media Security Networks shall be allowed to yet charge a fee to the licensee per additional user, all to be increased by 25% of the usual fee.

### 3. Substantive updates:

The content of the software product YourSafetyNet of Media Security Networks is regularly actualised by means of updates. This actualisation is hereinafter referred to as: the “substantive updates”. The licensee can receive substantive updates during the period for which the licensee concluded a maintenance agreement, except for the substantive updates that are only made available by Media Security Networks by means of a separately purchased subscription, or during the period for which the licensee otherwise acquired the right to receive substantive updates. Media Security Networks reserves the right to at any desired moment and without prior notification designate specific substantive updates as updates for which a separate subscription must be purchased. This kind of designation does, however, not affect the receipt of substantive updates during the term of the maintenance agreement concluded at the purchase date, to the extent that these updates would fall under the scope of said maintenance agreement on the purchase date. This license does by no means grant the licensee the right to receive and/or use substantive updates.

### 4. Product installation and required activation:

Technological measures have been embedded in this Software that prevent illegal use of the Software or use of the Software without the required licence. The licensee agrees with the fact that Media Security Networks can use these measures to protect Media Security Networks against software piracy. This Software can comprise technology with which the possibility to install the Software on or to

delete the Software from a computer is limited to a maximum number of times for a maximum number of computers. This License and the Software with this technology must be activated as further elaborated in the documentation. Before the Software is activated by the licensee the Software is only active for a limited period of time. During the activation the licensee enters a unique product key pertaining to the Software and the computer configuration in the form of an alphanumeric code via the internet in order to verify the authenticity of the Software. If the licensee does not activate the Software within the very limited period of time, as indicated in the documentation, or as requested by the Software, the Software shall no longer be active until the activation has been carried out. After activation the functionality of the Software is reinstated. If the licensee is unable to activate the Software via the internet or via another method specified during the activation process then the licensee can contact customer support of Media Security Networks®. To this end the licensee follows the information that is provided by Media Security Networks during the activation or that is indicated in the documentation.

### 5. Limited warranty<sup>1</sup>:

5.1 Media Security Networks warrants that the media by means of which the Software is distributed are free from defects for a period of sixty (60) days as from the date when the Software was delivered to the licensee. The only means of redress of the licensee in case of non-compliance with this warranty consists of either replacement by Media Security Networks of the defective media that were returned to Media Security Networks within the warranty period or repayment of the purchase amount of the Software, all at the sole discretion of Media Security Networks. Remedy can also take place by means of a problem avoiding restriction or by supplying an update. Media Security Networks does not warrant that the Software complies with the requirements imposed by the licensee, that the functioning of the Software shall be uninterrupted or that the Software is free from errors. The warranty is only applicable if the licensee has complied with all its obligations vis-à-vis Media Security Networks.

5.2 THE AFOREMENTIONED WARRANTY IS EXCLUSIVE AND IT REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED

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## 6. Liability<sup>1</sup>:

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## 7. Privacy and processing of personal data:

Media Security Networks respects the licensee's privacy and ensures that personal data are processed carefully and in accordance with the applicable

privacy legislation, including - but not limited to - the GDPR. Media Security Networks shall not make personal data available to third parties, barring to the extent that this has been indicated in these terms and conditions or that this is required for a proper implementation of the License Agreement. The licensee hereby authorises Media Security Networks for any and all use of its personal data that is in line with the framework of this License Agreement. This permission can at any time be revoked by the licensee. Media Security Networks shall in that case delete your personal data from its files, with the exception of personal data that are required for proper operational management or for compliance with a statutory duty by Media Security Networks.

The Software can be used to collect, process and transfer personal data of the user and/or third parties. In terms of the processing of personal data Media Security Networks observes the requirements imposed by the applicable privacy legislation. For the remainder reference is made to the Privacy Statement.

In case of processing by Media Security Networks of personal data made available by the licensee, the licensee guarantees that the processing is not unlawful and does not violate the rights of the involved parties or third parties. Licensee shall indemnify Media Security Networks against any claims from those involved or third parties as a result of non-compliance by licensee with the applicable laws and regulations, including but not limited to the GDPR.

If the licensee wants to have certain forms of processing carried out by Media Security Networks and the licensee designates the purpose and the resources for it then the processing agreement (like document YSNX-005) shall apply to the same.

## 8. Resale regulations:

If corresponding additional written approval has been granted to the licensee by Media Security Networks then the licensee shall be authorised to resell, rent or otherwise make the Software and possible substantive updates available to third parties for financial consideration, however

exclusively to the extent that the relevant Software or substantive updates are meant for the relevant third party (parties). In case of resale the licensee acts in its own name, at its own expense and at its own risk and the licensee is not authorised to conclude agreements for or on behalf of Media Security Networks or to create the impression that the licensee acts as the agent or representative of Media Security Networks. In case of resale the licensee indemnifies Media Security Networks against any and all claims or rights of a buyer in respect of the Software. The licensee must see to it that the buyers agree with an end user licence that imposes at least the restrictions from this licence on the buyers, including but not limited to complete exclusion of liability for the benefit of Media Security Networks. Media Security Networks can desire that the licensee furnishes evidence of the same.

The licensee is in case of reselling held to communicate the number of users as intended in article 2 of the sub-licensee to Media Security Networks. If the number of users is higher than the number of users that was stipulated between Media Security Networks and the licensee, whilst the licensee did not report this as indicated above, then Media Security Networks shall be allowed to yet charge a fee to the licensee per additional user, all to be increased by 25% of the usual fee.

The licensee is not entitled to use any trade name, brand name, logo or sign of Media Security Networks or of undertakings affiliated with the same in promotional or commercial communications with the objective of making use of the goodwill or reputation of Media Security Networks for the canvassing of customers by the licensee. The licensee can, however, communicate in a professional manner that it regards products of Media Security Networks.

## 9. Intellectual property rights:

- 9.1 The intellectual property rights with regard to the Software are vested in Media Security Networks. The Software remains the property of Media Security Networks. By no means shall the licensee acquire copyrights, database rights and/or other (intellectual property) rights with regard to the Software.
- 9.2 The licensee acknowledges that the use of the

Software is subject to the restrictions that are imposed in pursuance of Dutch legislation by intellectual property laws and other forms of legal protection, including but not limited to copyrights, neighbouring rights, database rights and rights to software and that breaches of these restrictions result in statutory liability. The licensee shall refrain from breaching these restrictions.

## 10. Use of provided documents:

- 10.1 During term of the License Agreement, the licensee has rights to obtain and use the documents provided, among which the Accepted IT Use Policy (AUP), that are included in the Software. It is not permitted for the licensee to expose these document to a third-party.
- 10.2 As of termination of the Licence Agreement the licensee shall no longer dispose of the rights referred to in the previous paragraph. In addition the Software shall in that case be deactivated as from the moment of termination and it restricts the licensee to use the provided documents for any purpose. The licensee is also obliged to erase or destroy the concerning documents on every location.
- 10.3 The documents, as referred to in the former paragraph, are composed carefully. Rules- and regulations are continuously subject to change and therefore Media Security Networks cannot guarantee the correctness or completeness hereof. The Licensee remains personally responsible at all times. Media Security Networks does not accept liability for damage, of any kind, as a consequence of actions and/ or decisions taken based on the documents provided.

## 11. Penalty clause:

- 11.1 In case of violation of article 9 and/ or 10, the licensee forfeits an immediate contractual penalty, which does not qualify for any settlement of EUR 10.000,- (in words: ten Thousand euros) per violation and EUR 1.000,- (in words: Thousand euros) for each day the violation continues. This clause does not prejudice the right of Media Security Networks to practice any statutory and/ or contractual right, including but not limited to the right to demand (additional) compensations

(whether or not in combination with the aforementioned penalty).

## 12. Term and termination of the License Agreement:

- 12.1 The License Agreement is concluded for the stipulated term or, if a term has not been specified, for a term of one year. If the licensee does not give written notice of termination of the License Agreement within one month prior to the expiry of this term this agreement is tacitly renewed for the same term. The License Agreement also comes to an end in conformity with the provisions set forth in this article.
- 12.2 Without prejudice to the grounds for and the manner of termination in paragraphs 12.6 and 12.7 of this article a party shall be entitled to terminate the Licence Agreement through dissolution if and to the extent that this party is by law entitled to do so. If this Licence Agreement comes to an end, Media Security Networks shall not be liable for possible damages incurred by the licensee as a result of the termination of the Licence Agreement.
- 12.3 As from the moment that the License Agreement comes to an end the licensee shall no longer dispose of the rights granted to the licensee by Media Security Networks in pursuance of this License Agreement. In addition the Software shall in that case be deactivated as from the moment of termination.
- 12.4 The licensee commits to, if the License Agreement comes to an end, discontinue and keep discontinued any use of the Software or a part thereof as from the start date of the termination.
- 12.5 If this License Agreement comes to an end for any reason whatsoever, the licensee commits to immediately discontinue the use of the Software and to forthwith destroy all copies of the Software. The warranty and liability exclusions and restrictions shall remain in full force and effect after termination of the License Agreement.

- 12.6 Media Security Networks is entitled to unilaterally cancel the license agreement in full or in part with immediate effect, or, at its discretion, to dissolve it in full or in part, without any obligation to pay compensation for possible damage on the part of that party, if the Licensee does not fulfill his payment obligations, or does not do so on time, if the bankruptcy of one of the parties is filed, or if this party is declared bankrupt, or if a suspension of payment is granted to one of the parties, or if the company Media Security Networks is terminated or wholly or partially transferred to a third party, or if the Licensee fails to fulfill the conditions of the License Agreement. In such a case, the Licensee shall be in default by operation of law.
- 12.7 For the remainder the License Agreement only comes to an end if both parties agree with termination of the License Agreement in writing.

## 13. General:

- 13.1 Dutch law is applicable to this License Agreement.
- 13.2 Disputes with regard to or deriving from this License Agreement shall exclusively be brought to the cognisance of the competent court in the district of Breda.
- 13.3 This License Agreement and all thereto related License Modules form the complete License Agreement between the licensee and Media Security Networks with regard to the Software and: (i) supersede any and all earlier or current oral or written communications, proposals and statements concerning the subject matter of this License Agreement, and (ii) take precedence over any and all contradictory or additional terms and conditions of any possible quote, order, confirmation or similar communication between the parties. Software and documentation are delivered "ex works" from the Netherlands.
- 13.4 This agreement has been translated from the original text document in the Dutch language. In case of a discrepancy between the English language version and the original Dutch text document, the Dutch text document shall always and unconditionally prevail and apply.

13.5 This License Agreement can only be changed by means of a License Module that is delivered with this license or by means of a written document signed by both the licensee<sup>2</sup> and Media Security Networks.

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<sup>1</sup> The specified exclusions and restrictions of the liability are applicable, regardless of the fact as to whether the licensee accepts the Software or not.

<sup>2</sup> If the licensee has any questions about this License Agreement or if the licensee wishes to contact Media Security Networks on other matters then please write to:

**Media Security Networks BV**

Customer Services

PO Box 579

4900 AN Oosterhout (NB)

Netherlands