

INDEMNITY AGREEMENT

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 your IT Partner 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

Your IT Partner 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. Your IT Partner aims to provide good accessibility of the website and the Services it offers electronically. Your IT Partner 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 your IT Partner is solely for general use and does not constitute an opinion. Your IT Partner 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 your IT Partner 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 your IT Partner 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) Your IT Partner has no control of your security solutions and the use thereof by you; and
- (ii) Your IT Partner is not aware of the specific or unique circumstances in which the security solutions are used by you. Your IT partner 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, your IT Partner 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 your IT Partner 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 your IT Partner 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 your IT Partner. 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 your IT Partner against all claims by third parties and legal actions taken in connection with the Services.
- (ii) If fines are imposed on your IT Partner 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 your IT Partner 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) your IT Partner 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 your IT Partner 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 your IT Partner.

- (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 your IT Partner.