

Comparizen Platform SaaS Terms

These SaaS terms (“The Agreement”) are entered into between Comparizen, and the person or entity agreeing to these terms (“Customer”) and govern Customers access to and use of the services. Comparizen is the private company with limited liability Comparizen B.V. established and existing under Dutch laws, having its registered office in (Amersfoort) and its place of office at (Computerweg 1h, 3821 AA) the Netherlands, registered at the chamber of commerce under registration number 82934339 hereinafter: “Comparizen”;

Customer and Comparizen are hereinafter also referred to individually as “Party” or collectively as “Parties.”

Article 1. Interpretation and Definitions

For the purpose of the Agreement, the following definitions apply:

The Agreement: means this Agreement including Schedules

Authorized User: means a person authorized by Customer to access the Comparizen Platform.

Comparizen Platform: means the software platform provided by Comparizen which enables Authorized Users to use the services of the Comparizen Software for automatic screenshot testing & monitoring; this includes but is not limited to the Comparizen portal (web)interfaces between the Comparizen Platform and the Comparizen software that is used to provide the automatic screenshot testing and monitoring tool, including any other materials now or hereafter relating to or incorporated therein together with all future revisions to or updates thereof and all technical and operating manuals and any other documentation relating to it.

Controller: where the Processing of Personal Data is concerned, the Customer classifies as a Controller within the meaning of Section 4(7) of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) (“GDPR”).

Customer: means the entity or person who uses the Comparizen Platform.

Data: means any and all data which will be processed through use of the Service, including Personal Data.

Error: means error which completely disables or severely disrupts essential functions of the Comparizen Platform. An error does not exist if the Comparizen Platform is not completely unusable.

IP-Rights: means any patent right, copyright, design right, trade mark right, sui generis rights in databases, whether registered or not, as well as any application to register any of the aforementioned rights, and (rights in) trade secrets, or know-ow and any other intellectual or industrial right of whatever nature in any part of the world.

Parties: means the Customer and Comparizen.

<u>Personal Data:</u>	any information relating to an identified or identifiable natural person.
<u>Process:</u>	as well as conjugations of this verb: the processing of Personal Data as referred to in Section 4(2) GDPR.
<u>Processor:</u>	where the Processing of Personal Data is concerned, Comparizen qualifies as a Processor within the meaning of Section 4(8) GDPR;
<u>Sales Order:</u>	means the duly signed confirmation of Customer mentioning the terms under which the Agreement is entered into.
<u>Schedules:</u>	means an exhibit to the Agreement
<u>Service:</u>	means the service to enable distant access and use of the Comparizen Platform by the Customer for automatic screenshot testing and monitoring.
<u>Service Fee:</u>	means the fee to be paid by the Customer to Comparizen for the use of the Service.
<u>Software</u>	the Comparizen software which processes data through the Comparizen Platform, to provide automatic screenshot testing and monitoring.
<u>Support:</u>	Support activities as defines in this SaaS agreement/specified in Schedule 1.
<u>SLA:</u>	means the terms and conditions for Support, as specified in Schedule 1.
<u>Terms</u>	means the terms of this Agreement.

1.1 The following Schedules are part of this Agreement:

- Schedule 1: Service Level Agreement; and
- Schedule 2: Data Processing Addendum
- Schedule 3: Sales Order

1.2 This Agreement governs all the rights and obligations of the Parties in relation to the Service and the use of the Platform by the Customer. In case of an irreconcilable conflict among the provisions of the documents of the Agreement, the following order of precedence applies:

- The Data Processing Addendum; then
- The Sales Order
- The Service Level Agreement; then
- This Agreement without Schedules

Article 2. Subject of the Agreement

2.1 The Comparizen Platform and Software is an automatic screenshot testing and monitoring tool.

2.2 Subject to the terms and conditions of the Agreement, Comparizen shall use reasonable efforts to provide the Service to the Customer as well as the Support in accordance with Schedule 1.

2.3 Comparizen hereby grants the Customer a limited, non-transferable, non-exclusive, non-sub-licensable right, upon payment of the Service Fee, to use the Service in accordance with the Agreement.

2.4 This Agreement comes into force from the date mentioned in the Sales Order.

Article 3. Comparizen obligations

- 3.1 Comparizen uses reasonable efforts in providing the Service to the Customer, subject to the terms of the Agreement.
- 3.2 Comparizen shall be allowed to take technical measures to protect the Service, the Software and/or the Comparizen Platform or with a view to agreed restrictions in the duration of the right to use the Service. The Customer shall not be allowed to remove or evade such technical measures.
- 3.3 Comparizen will render reasonable efforts in providing Support, subject to the terms and conditions mentioned in the SLA (see schedule 1).
- 3.4 Customer shall be responsible for the adequate duplication and documentation of all of its files and Data for back-up purposes. Comparizen will not be liable for Customer's failure to back up its files and Data.
- 3.5 Support is not provided for any Error Comparizen reasonably believes is not attributable to Comparizen, including but not limited to Errors caused by (a) misuse by Customer of the Comparizen Platform; or (b) Customer's failure to keep its own systems current and updated with the latest versions of its operating system, web browser etc.. In the event Comparizen provides Error correction services and, in doing so, reasonably determines that the Error was not caused by the Comparizen Platform, Comparizen shall be entitled to charge and Customer shall pay for the time and materials expended at Comparizen's then-standard commercial rates.

Article 4. Duties and obligations of Customer

- 4.1 Customer understands and agrees that Comparizen's performance may be dependent, in part, on Customer's actions. Accordingly, Customer will promptly provide to Comparizen timely the items, information and/or assistance specified in the Agreement and/or as requested by Comparizen in the course of performing the Service. Any dates or time periods relevant to the performance by Comparizen shall be appropriately and equitably extended, for any delays caused by Customer that impact Comparizen's performance.
- 4.2 The Customer may not - nor permit any third-party to - make use of the Service other than as expressly stipulated in the Agreement and/or as expressly and explicitly allowed by overriding mandatory law, such as the Copyright Act.
- 4.3 The use of the Service is limited to Authorized Users of Customer only. Each Authorized User will have a unique login and password. Authorized Users may not give any other person remote or other access to the Comparizen Platform. Authorized Users must each keep their login and password ("Codes") strictly confidential and/or use these Codes with due care. The use of said Codes shall be solely the responsibility of and the risk of the Authorized Users.
- 4.4 The Customer will adhere to its responsibilities as outlined in the Agreement and will also follow up all reasonable instructions and guidelines issued by Comparizen in connection with the Service and/or Support.
- 4.5 The purchase, use and maintenance of electronic communication facilities and the Customer's own IT-infrastructure (including software and hardware and internet access) in order to be able to use the Service, is for the Customer's own account and risk. Comparizen will in no event be liable for any damage, loss or costs, including loss of Data, or any inability to use the Service as a result of a shortcoming, defect, other malfunction and/or any other non-availability of the aforesaid electronic communication facilities and/or IT-infrastructure and/or the Customer using inadequate Data.
- 4.6 Customer is solely responsible for all content, Data and activities processed and/or generated through or via the Service, or any part or feature thereof, by or on behalf of Customer, even if such activities were to occur without Customer's permission.

4.7 In using the Service, the Customer is responsible for compliance with all (local) laws and regulations, including but not limited to all laws and regulations related to the Processing of Personal data, that apply to it.

Article 5. Service Fee

- 5.1 Customer shall pay the Service Fees agreed upon and set forth in the Sales Order. All prices and fees are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed by any taxing authority (other than taxes imposed on Comparizen's income, revenues, gross receipts, personnel, real or personal property, or other assets), related to the Service and the Agreement, unless Customer has provided Comparizen with an appropriate resale or exemption certificate for the delivery location, which is the location where the Service is used by Customer. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent cost increase for Comparizen in connection to the delivery of the Service, and it is a tax for which Customer is responsible pursuant to this Article 5.1, Comparizen is entitled to pass through such tax increases to the Customer. The Sales Order specifies what the allowed usage (scope) per month of the Comparizen Platform is. This scope is specified per month, unused scope will not be accumulated to the subsequent month.
- 5.2 In addition to the foregoing, Customer shall pay Comparizen its actual out-of-pocket expenses which are reasonable and necessary for Comparizen to incur in furtherance of its performance hereunder and which have been approved by Customer in a Sales Order or other writing; provided, however, that payments for such expenses shall not exceed the limits which may be set forth in the Sales Order. Comparizen agrees to provide Customer with such original receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses.
- 5.3 Comparizen is allowed to increase the Service Fee on a yearly basis on January 1st. Any increase of the Service Fee will be announced three (3) months prior to the increase of the Service Fee. In case of such an increase, the Customer is allowed to terminate this Agreement four (4) weeks before the increase of the Service Fee entries into force. For the avoidance of doubt, any continued use of the Service after foresaid term of four (4) weeks, is deemed an acceptance of the increased Service Fee. Termination of the Agreement is not allowed, if the increase is a direct consequence of (a change of) the law (such as a change in VAT legislation).
- 5.4 Unless otherwise agreed to by the parties in writing, Customer shall pay all fees owing to Comparizen hereunder within thirty (30) days after receipt of an invoice, without the right to set-off any amount. Customer shall pay all expenses owing to Comparizen hereunder within thirty (30) days after Comparizen has submitted to Customer an itemized invoice and original receipts.

Article 6. Intellectual Property

- 6.1 All IP-Rights related to the Comparizen Platform, Software, Service and Support are and remain exclusively owned by Comparizen and/or its suppliers. The Customer acquires limited rights of use only in as far as explicitly granted under the Agreement. Furthermore, Comparizen exclusively owns and/or may use all rights in any ideas, concepts, know-how, trade-secrets and/or techniques with respect to the Service, Support and/or the Comparizen Platform as well as the technology in connection thereto.
- 6.2 Customer guarantees that no rights of third parties preclude making hardware, software, material intended for websites, data files and/or other materials, designs and/or other works available to Comparizen for the purpose of use, maintenance, processing, installation or integration; this guarantee also pertains to client's having the relevant licences. Customer indemnifies supplier against any claim

of a third party based on the allegation that making any of this available and/or the use, maintenance, processing, installation or integration infringes a right of that third party.

- 6.3 Parties are aware that in performing this Agreement confidential information might be shared. Pertaining to Customer this can include but is not limited to the Software, Comparizen Platform, Service and/or Support and any other (preparatory) materials provided which may contain confidential information and/or know-how or trade secrets of Comparizen. Pertaining to Comparizen this can include but is not limited to information received from Customer that is clearly marked as confidential, including Data. Both during the Agreement and for a period of five (5) years thereafter, the Parties undertake to keep such secrets and not to make third parties acquainted with them or grant their use to the same, and to use them only for the purpose of the Agreement. The expression 'third parties' includes affiliated organizations of Parties (including but not limited to Properties) and any such persons working in either Parties organization not nominated by Parties to use the Service, equipment and/or other materials.
- 6.4 It is explicitly acknowledged and agreed that (a) the Customer may not and shall not permit any third-party to reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Comparizen Platform; (b) the Customer may shall not, and shall not permit any third-party, to copy, make error corrections or otherwise modify or adapt the Comparizen Platform or Customisations nor create derivative works based on the Comparizen Platform; and/or (c) the Customer may not sell, (sub-)license, assign, transfer or lease the Service nor use the Service for commercial time-sharing, rental, or service bureau use.
- 6.5 Customer will not be permitted to remove from or change any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights, including any indications concerning confidential nature and/or (trade) secrecy.
- 6.6 Comparizen does not claim any ownership rights in Data, and Comparizen is not responsible for such Data. Customer grants Comparizen a royalty-free, worldwide irrevocable, sublicensable and transferable right to use Data, by any and all means, to the extent that this is required in the context of providing the Service and/or for amending and/or improving the Service. For the avoidance of doubt, this article will survive termination of the Agreement. Customer represents and warrants that it has all rights to grant the license to Comparizen as laid down in this article, without infringing or violating any third-party rights, including but limited to, any privacy rights, publicity rights, intellectual property rights or any other proprietary rights.
- 6.7 Customer indemnifies Comparizen against and holds Comparizen harmless from all damages and costs relating to any and all third-party claims, based upon any alleged infringement or breach of such third-party rights and/or the law, in relation to the Data. Notwithstanding the foregoing, Comparizen can remove and/or block any Data processed or generated through the Service if it has reasonable grounds to believe that the Data infringes upon or violates any third-party rights or laws, including but limited to, any privacy rights, publicity rights, intellectual property rights or any other proprietary rights. If Comparizen removes and/or blocks any Data it shall immediately provide notice to Customer, such notice to include identification of the Data removed or blocked, the date of the action by Comparizen and the reason the Data was removed and/or blocked. Parties shall cooperate with each other to determine whether such Data was rightfully removed and/or blocked under this Section, or whether the removal and/or blocking of the Data should be reversed.

Article 7. Duration and termination

- 7.1 The Agreement is valid for the term as specified in the Sales Order and will commence on the date of execution or acceptance of the Sales Order. After this term, the Agreement will automatically be renewed for, each time, a period of one year, unless terminated (a) by Customer with a notice period of one (1) month before expiry of the renewed period, or (b) by Comparizen with a notice period of one (1) month before the expiry of the renewed period (the end-date defined as the "Termination Date").

If the Sales Order specifies an indefinite term, the aforementioned renewal regime will not apply, but the termination regime as specified in the Sales Order will apply. Any other rights of either Party to (early) terminate for convenience is excluded.

- 7.2 If Comparizen is not allowed to provide the Service and/or Support, including but not limited to, for instance, because of a change in applicable law, the Parties shall work with each other in a good faith effort to determine if the Comparizen Platform can be revised so as to be in compliance with applicable law. If the Parties are unable to agree on such revision within a reasonable term, the Agreement shall automatically terminate without any penalty or liability to either Party.
- 7.3 Comparizen may terminate this Agreement in the event that Customer materially breaches this Agreement, including, without limitation, non-payment of amounts due to Comparizen under a Sales Order, provided that Comparizen provides Customer with written notice of the breach and a fourteen (14) day cure period, unless a notice of breach is not required in which event Comparizen may terminate immediately.
- 7.4 Customer may terminate this Agreement in the event that Comparizen materially breaches this Agreement, including, without limitation, an attributable failure to perform its obligations under a Sales Order, provided that Customer provides Comparizen with written, specified notice of the breach and a fourteen (14) day cure period.
- 7.5 Either Party may terminate this Agreement with immediate effect if the other Party: (i) petitions for bankruptcy or voluntary or involuntary dissolution, or is the named debtor in any bankruptcy or insolvency proceeding; (ii) is declared insolvent, or is generally unable to pay, or fails to pay, its debts as they become due; (iii) makes a general assignment for the benefit of creditors; or (iv) has a receiver or trustee appointed over all or substantially all of its assets (each of the foregoing being an "Insolvency Event").
- 7.6 Upon termination of the Agreement for any reason being effective, any and all rights granted to Customer shall immediately cease and any and all payment obligations become directly payable and due. Customer shall promptly (a) pay Comparizen all amounts due; (b) return or destroy all copies of confidential information within thirty (30) days of the termination; and (c) deliver written certification by an officer of Customer that Customer has complied with these requirements, unless agreed otherwise. Comparizen shall never be held to undo any received payments as a consequence of the termination, for whatever reason.

Article 8. Limitation of liability and indemnification

- 8.1 Except as expressly provided in this Agreement, Comparizen does not make any warranty, express or implied, with respect to the Service, the Comparizen Platform and/or the Software, Support and/or any other service rendered by it (including the results thereof), including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. In no event (including breach of any warranty) shall Comparizen be liable for consequential, incidental, special, punitive, lost revenues, or indirect damages (including damage to and/or loss of software and/or data and/or Data) regardless of whether it has been advised of the possibility of such damages. If Comparizen is found to be liable to Customer for any reason (including breach of any warranty), the aggregate, cumulative and total liability of Comparizen is, per contract year, at all times limited to direct damages only and shall never exceed the total amount of fees actually paid to Comparizen by Customer pursuant to the Agreement in that contract year. The limitations on Comparizen's liability above shall apply whether or not caused by Comparizen, its management, officers, employees, licensors or its affiliates and/or whether the same have been advised of the possibility of such losses or damages arising. These limitations shall not apply if and insofar as the damage is the result of willful intent or gross negligence by the board of directors or the executive management of Comparizen.
- 8.2 The Customer acknowledges and accepts that Comparizen will operate only as a facilitator and is merely and only responsible for rendering the Service and providing Support, subject to the terms of the Agreement. The use of the Service as well as the generating and/or processing of any content,

data and/or Data through the Service is for the Customer's own account and risk, even if such activities were to occur without Customer's permission. The Customer acknowledges and accepts that Comparizen is not responsible nor liable for Data (including loss, damage, alteration or destruction thereof). Customer hereby indemnifies and agrees to hold harmless Comparizen from and against any and all claims, demands, and actions, and any liabilities, damages, cost or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of or relating to (i) the use of the Service, (ii) any breach of the obligations and/or warranties made by Customer under this Agreement, (iii) Customer's negligence or willful misconduct and/or unlawful act(s).

8.3 By using the Service, Customer may provide Comparizen with Personal Data (including but not limited to Personal Data of third parties, including but not limited to Personal Data visible on the uploaded data screenshots). Such processing of Personal Data is subject to legislation in respect of privacy. Customer accepts that Comparizen is a Processor only and Customer is the Controller. The Data Processing Addendum ("DPA") applies to such Processing of Data. Comparizen is solely liable for damages (i) as a result of any unlawful processing by Comparizen under the DPA, (ii) in the event the specific obligations of Comparizen as a Processor under the GDPR are not complied with, or (iii) in case Comparizen attributablely acted in violence of the legitimate instructions of the Customer in its capacity as controller. The total, aggregate, cumulative and total liability of Comparizen is, per contract year, at all times limited to direct damages only and shall never exceed 50% = (in writing: fifty percent) of the annual amount of the Service Fee.

Article 9. Force Majeure

9.1 Neither party shall be bound to meet any obligation if prevented from doing so as a consequence of a force majeure event, provided that (a) such event is outside the reasonable control of the affected Party; (b) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (c) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such force majeure event. "Force Majeure" shall in any event include any failure of any suppliers of Comparizen, any DDOS attack (attempt), any viruses (including a cryptolocker) in the Service and/or Comparizen Platform, any hacking (attempts) of the Service and/or Comparizen Platform, natural disaster, war, acts of terrorism, riots, government action, or a network, power or device failure external to Comparizen's Platform or Service, including at Customer's site or between Customer's site and Comparizen's Platform or Service, or fire.

9.2 If a situation of force majeure has lasted for more than sixty (60) working days, the Parties shall be entitled to terminate the Agreement by terminating it in writing. In that case any performance which has already taken place pursuant to the Agreement shall be settled proportionately without either Party being thereafter indebted to the other in any other amount.

Article 10. General Provisions

10.1 Neither Party shall divulge or disclose any proprietary information obtained from the other as a result of its performance under this Agreement to any third-party during the term of this Agreement or thereafter. The Comparizen Platform and the Data are at all times considered confidential information.

10.2 Neither Party shall assign or transfer this Agreement to, a third-party without the prior written consent of the other Party; such consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement shall be binding upon the heirs and successors of the Parties to this Agreement, and no such prior written consent shall be required to assign or transfer this Agreement to any entity that (a) controls, is controlled by, is under common control with the assigning party, or (b) to an entity that is acquiring all or substantially all of the assigning party's assets.

- 10.3 This Agreement shall be governed by the laws of the Netherlands. Any disputes arising under, or related to, this Agreement must be brought in to the District Court of Midden-Nederland in the Netherlands. The Parties hereto irrevocably consent to the exclusive subject matter jurisdiction and venue of such courts. The Parties further agree and consent to the personal jurisdiction of such courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these terms and conditions.
- 10.4 The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Comparizen and either Customer or any employee or agent of Customer.
- 10.5 The Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound. The Agreement, these Terms, and any agreement with Customer, are for Customer's sole benefit, and except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than Customer, any legal or equitable rights thereunder. Customer understands and agrees that each member of the Comparizen group of companies shall be third-party beneficiaries to the Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Agreement which confers a benefit on (or rights in favor of) them.
- 10.6 All remedies available to either Party for one or more breaches by the other Party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either Party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the Party against whom enforcement is sought.
- 10.7 The Parties agree that during the term of this Agreement and for twelve (12) months following termination of the Agreement, neither Party will solicit, hire, or engage any employee or contractor of the other Party. This limitation does not apply to voluntary responses to general solicitations of employees or contractors.
- 10.8 All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth in the Sales Order and shall be delivered by overnight delivery service, postage prepaid, or by electronic mail. Notices sent in accordance with this Article will be deemed effectively given: (a) when received if sent by overnight delivery service; and (b) when sent, if by electronic mail (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.
- 10.9 In case that a provision in this Agreement is in conflict with an overriding applicable mandatory statutory provision of consumer law, that statutory provision will apply instead of the provision in the Agreement.
- 10.10 If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SCHEDULE 1: SERVICE LEVEL AGREEMENT

Article 1. DEFINITIONS

1.1 In this Service Level Agreement, the following definitions apply (in addition to definitions defined in the Agreement):

Actual Availability: means the percentage of time the Platform was actually available in a given period.

Constructive Maintenance: means maintenance that is performed by Comparizen and that consists of launching updates and/or patches of the Platform.

Corrective Maintenance: means maintenance performed in order to fix Errors.

Desired Availability: means the target availability level, as a percentage of time, of the Platform in a given period.

Emergency Situation: means the situation where the access to and the use of the Platform is entirely or on critical elements impossible and/or where the entire Platform will be unavailable if Comparizen does not take immediate action;

Error: means error which completely disables or severely disrupts essential functions of the Comparizen Platform. An error does not exist if the Comparizen Platform is not completely unusable.

Helpdesk: means the service point that Comparizen can be contacted by the Customer in case of questions regarding the Platform

Maintenance means the collective of Constructive, Corrective or Preventative Maintenance.

Maintenance Window: means the time period from 22:00 to 8:00 AM, Dutch Time Zone.

Preventative Maintenance: means the maintenance performed by Comparizen in order to prevent Errors

Recovery Time: means the number of hours between the time when Comparizen determines an Error or the Customer Notifies Comparizen regarding an Error and the time when the Error is completely solved, or a workaround or temporary fix is implemented to allow the service to continue.

Response Time: means the number of hours between the time when the Customer notifies Comparizen regarding an Error and the time when Comparizen starts efforts to solve the Error.

Support: means investigations and corrective measures taken by Comparizen to overcome issues related to hardware or software failures in the Comparizen Platform.

Working Days: means Monday through Friday 9:00 - 17:00, with the exception of official holidays as recognized in the Netherlands.

Article 2. Purpose and applicability of the SLA

- 2.1 This SLA is an Schedule to the Agreement. The conditions stipulated in the Sales Order and the applicable SaaS Agreement apply in full to this SLA.
- 2.2 Parties have the responsibility to inform each other in a timely manner regarding issues that are of importance for a successful performance of this SLT.
- 2.3 The remedies stated in this SLA are the sole remedies of the Customer regarding Maintenance and/or Actual Availability.

Article 3. Support

- 3.1 Support is available for Errors only. Support is delivered on the basis of reasonable effort, which means that Comparizen uses its commercially reasonable efforts to meet its obligations for Customer.
- 3.2 The Support will be rendered during regular business hours from 9:00 to 17:00, Monday through Friday, CET. Issues may be reported via the following contact details:
 - By e-mail: support@comparizen.com
 - By mail:
Comparizen B.V.
Computerweg 1h
3821 AA, Amersfoort
- 3.3 Comparizen will make available qualified technical representatives to render Support. This support relates to troubleshooting of Comparizen Platform issues, file management, report troubleshooting, interpretation of error messages, problem diagnosis, and recommendations for fully utilizing Comparizen Platform capabilities.
- 3.4 Comparizen may provide Comparizen Platform updates, if and when available. Comparizen is not responsible for upwards or downwards compatibility and/or interoperability with other systems. Hence, Customer must keep his own systems (e.g. webbrowser) current and updated.

Article 4. Availability

- 4.1 Comparizen will strive to achieve a Desired Availability for the Service twenty-four (24) hours a day, seven (7) days a week throughout the month of at least 99.5%. Comparizen will calculate the Actual Availability (AA) on a monthly basis, as follows:

$$AA = \frac{PA - DT}{PA} * 100\%$$

PA = Possible Availability (in hours)

AA = Actual Availability (in percentage)

DT = Down Time (in hours)

- 4.2 Non-availability due to:
 - causes beyond Comparizen's control,
 - force majeure or
 - Emergency Situations which require Comparizen to respond immediately and take the Comparizen Platform temporarily offline,will not be included as unavailability in calculating Actual Availability.
- 4.3 Non-availability due to Maintenance will not be included as unavailability in calculating Actual Availability.
- 4.4 Non-availability caused by software, hardware, the customer system or other technical infrastructure of the Customer and/or by action or omission of the Customer itself, will not be

included as unavailability in calculating the Actual Availability. This includes time waiting for replies or clarifications from customers to questions during system non-availability.

- 4.5 Barring proof to the contrary, the availability and service level measured by Comparizen shall be conclusive evidence.
- 4.6 The Customer shall notify Comparizen at all times of all circumstances that may affect the Comparizen Platform and the availability of the Platform.
- 4.7 If the Desired Availability is not achieved, the sole and exclusive remedies that apply are those described in Article 14.

Article 5. Maintenance

- 5.1 Comparizen will carry out Maintenance, insofar as possible during the Maintenance Window. If Maintenance is carried out outside the Maintenance Window, Comparizen will strive to carry out the Maintenance outside Working Days.
- 5.2 The Customer accepts that, as a result of Maintenance and/or updates/patches, the functionalities of the Platform may change and/or the interoperability with third party software/hardware may be lost. Comparizen is entitled to charge Customer the then current fees for amending the Comparizen Platform and/or the operability with the third-party software/hardware. In the event Comparizen suspects that Maintenance and/or updates/patches will lead to changes to the Platform and/or the interoperability with third party software, it will inform Customer thereof on a timely basis.

Article 6. Preventative Maintenance

- 6.1 Preventative Maintenance is performed upon Comparizen's initiative and will, be performed on a regularly basis.
- 6.2 Comparizen will inform the Customer by e-mail regarding the planned Preventative Maintenance in advance in the case that Comparizen suspects that Preventative Maintenance will have significant impact on the use of the Platform by the Customer. In the event Comparizen suspects that the Preventative Maintenance will lead to Errors, it will inform the Customer thereof.
- 6.3 In case of an Emergency Situation, Comparizen may deviate from article 7.2, insofar as it deems necessary.
- 6.4 Comparizen will inform the Customer as soon as possible about the Emergency Situation, the activities to be carried out and the estimated duration.

Article 7. Corrective Maintenance

- 7.1 Comparizen will endeavor to fix Errors in the Platform in so far as the relevant Platform was developed by Comparizen itself and Comparizen has received detailed notification in writing of the Errors in question.
- 7.2 If Comparizen detects an Error or if the Customer notifies Comparizen of an Error, Comparizen will process the notification as soon as possible and assign a level of priority to the Error. The following priorities are employed by Comparizen:
 - Urgent (i.e. priority 1): The Service cannot be used, without correction of this Error;
 - High (i.e. priority 2): The Service can be used, but the use of the Service is severely hindered or severely limited by the Error;
 - Medium (i.e. priority 3): An Error that occurs daily and hinders End-users in using the Service. The Error needs to be corrected in the next update or patch of the Service. The date for the release of the next update or patch will be determined jointly by Parties.
 - Low (i.e. priority 4): An Error that occurs weekly and hinders End-users in using the Service, or an Error that causes only minor inconvenience that must be corrected but has no priority for Customer.
- 7.3 The priority of the issue will be determined by Comparizen. The Customer should inform Comparizen as soon as they receive notification of the priority if they believe that the priority set is incorrect.

7.4 Comparizen will use reasonable endeavors to meet the following Response Times and Recovery Times for Issues:

PRIO	LEVEL	TARGET RESPONSE TIME	TARGET RECOVERY TIME	TARGET UPDATE NOTIFICATION	TIME SPAN
1	Urgent	95% < 30 minutes	95% < 8 hours	On Customer request	Working days
2	High	95% < 60 minutes	95% < 12 hours	On Customer request	Working days
3	Medium	95% < 8 hours	At or before next release of software	Ad-hoc when status changes	Working days
4	Low	95% < 8 hours	In future release of software	Ad-hoc when status changes	Working days

7.5 As and when necessary, Comparizen may postpone the fixing of Errors until the launch of an update or patch.

7.6 Comparizen is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the Platform.

Article 8. Constructive Maintenance

8.1 Comparizen will offer updates and/or patches at its sole discretion.

8.2 If the Customer requests Constructive Maintenance, Comparizen will provide the Customer with an offer regarding the costs thereof. If the Customer accepts the offer, the relevant costs will be invoiced at the end of the month, including a detailed overview of the activities performed.

Article 9. Reports

9.1 At the end of each month Comparizen will compile a report, which will state:

- i) the number of Errors and the duration thereof over the previous month;
- ii) availability of the Comparizen Portal;
- iii) the percentual Response Times to Support tickets.

9.2 This report will be available to the Customer on request, by contacting Comparizen in the manners specified under 3.2.

Article 10. Security

10.1 Comparizen will take all reasonable and suitable organizational and technical security measures to protect the continuity and the performance of the Comparizen Platform.

Article 11. Term

11.1 With regard to the term, the applicable articles in the Agreement apply.

11.2 In the event the Agreement is terminated, for whatever reason, this SLA will also automatically terminate.

Article 12. Remuneration

12.1 the remuneration that applies to the Support performed under the SLA are stated in the Agreement.

Article 13. Exclusive remedies

13.1 If Comparizen attributable fails to meet the Desired Availability, Customer will inform Comparizen regarding the default (“SLA Notice”). The SLA Notice is either yellow or red, as laid down in the below schedule. Customer agrees that the SLA Notice must be sent within 30 days after the month

upon which the SLA Notice applies, upon pain of forfeiture of the SLA Notice and all related rights and remedies.

Actual Availability	SLA Notice
>=99,5%	No SLT Notice
>=90% & <99,5%	Yellow SLT Notice
<90%	Red SLT Notice

- 13.2 Customer may only use one (1) SLA Notice per month. A yellow SLA Notice is without any direct remedy or (legal) consequence. If, however, in the subsequent month, a second yellow SLA Notice for the same service level has been sent by the Customer, the SLA Notice will become red. If, however, in the subsequent month, no SLA Notice for the same service level applies nor has been sent by the Customer, the first yellow notice will expire. A red SLA Notice expires twelve (12) months after it was issued.
- 13.3 If Customer sends more than five (5) Red SLA Notices within one calendar year, Customer has the right to terminate the Agreement. This termination will in that case be effective at the end of the calendar year in which more than 5 Red SLA Notices were sent.

Article 14. Fair Use

- 14.1 Comparizen assumes fair use by Customer of the Comparizen Platform. When Customer - in the opinion of Comparizen - does not use these Comparizen services in a fair manner, Comparizen is entitled to change the active contractual agreements and agree with Customer upon additional usage criteria and/or additional charges.

Article 15. Changes to the SLA

- 15.1 Comparizen reserves the right to modify this Agreement at any time by giving written notice to Customer of such change. Continued use of the Comparizen service indicates Customer's acceptance of the amended Service Level Agreement.

SCHEDULE 2: DATA PROCESSING ADDENDUM

Article 1. Definitions

1.1 In this Data Processing Addendum, capitalized words and expressions, whether in single or plural, have the meaning specified as set out below:

Annex: means an Annex to this Data Processing Addendum which forms an integral part of it.

Controller: where the Processing of Personal Data is concerned, the Customer classifies as a Controller within the meaning of Section 4(7) of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) (“GDPR”); Customer may include the individual Property.

Data Subjects: means an identified or identifiable natural person as referred to in Section 4(1) GDPR

Data Processing Addendum: means the present Data Processing Addendum which forms an integral part of the Agreement.

Processor: where the Processing of Personal Data is concerned, Comparizen qualifies as a Processor within the meaning of Section 4(8) GDPR;

Personal Data: means all information relating to an identified or identifiable natural person as referred to in Article 4(1) of the GDPR.

Process: as well as conjugations of this verb: the processing of Personal Data as referred to in Section 4(2) GDPR.

Security Measures: means the technical and organizational measures taken by Comparizen to adequately protect the processed Data.

Sub-processor: means the sub-contractor hired by the Processor, that Processes Personal Data in the context of this Processor’s Agreement on behalf of the Controller, as referred to in Article 28(4) of the GDPR.

1.2 The Parties - partly in implementation of the provisions of Section 28(3) GDPR- wish to document a number of conditions in the present Data Processing Addendum which apply to their relationship in the context of the aforesaid activities on the instructions and for the benefit of the Controller.

1.3 The provisions of the Agreement apply in full to this Data Processing Addendum. In case provisions with regard to the Processing of Personal Data are included in the Agreement, the provisions of this Data Processing Addendum prevail.

Article 2. Purpose of the Personal Data Processing

2.1 The Controller (Customer) and the Processor (Comparizen) have concluded the present Data Processing Addendum for the Processing of Personal Data in the context of the Agreement. An overview of the type of Personal Data, categories of Data Subjects and the purposes of Processing, is included in **Annex 1**.

2.2 The Controller is responsible and liable for the processing of Personal Data in relation to the Agreement and guarantees that Processing is in compliance with all applicable legislation (including

GDPR). Controller will indemnify and hold harmless Processor against any and all claims of third parties including those of authorities including but not limited to the data protection, resulting in any way from not complying with this guarantee.

- 2.3 The Processor undertakes to Process Personal Data only for the purpose of the activities referred to in this Data Processing Addendum and the Agreement. The Processor guarantees that it will not use the Personal Data for any other purpose without the Controller's express written consent, unless a legal provision requires the Processor to do so. In such case, the Processor shall immediately inform the Controller of that legal requirement before Processing, unless that law prohibits such Information on import grounds of public interest.
- 2.4 At the Controller's request, the Processor shall provide the Personal Data to the Controller in a generally accepted format. Any costs relating to Processor adhering to this request shall be borne by Controller.

Article 3. Technical and organizational provisions

- 3.1 The Processor will, taking into account the nature of the Processing and insofar as this is reasonable possible, assist the Controller in ensuring compliance with the obligations pursuant to the GDPR and take appropriate technical and organizational measures to ensure a level of security appropriate to the risk. These measures will guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks entailed by Personal Data Processing and the nature of the data to be protected. The Processor will in any case take measures to protect Personal Data against accidental or unlawful destruction, accidental or deliberate loss, forgery, unauthorized distribution or access, or any other form of unlawful Processing. Annex 2 describes the technical and organizational measures taken by the Processor. Controller acknowledges that these measures are appropriate and in accordance with the GDPR.
- 3.2 The Processor and the Controller will periodically evaluate the measures mentioned in Annex 2. Processor reserves the right to change its Security Measures without an obligation to inform the Controller as long these new Security Measures maintain remain conform and compliant with GDPR regulations.

Article 4. Confidentiality

- 4.1 Except as provided for in Article 6 the Processor will not disclose Personal Data to other third parties, unless the Controller has given its explicit prior written consent.
- 4.2 The Processor will establish that its employees that are involved in the execution of the Agreement are bound by confidentiality regarding the Personal Data. This applies accordingly with respect to its Sub-processors.

Article 5. Personal Data Processing outside Europe

- 5.1 The Processor and the Sub-processor, if any, will only be permitted to transfer Personal Data outside the EEA if this is done in compliance with the GDPR.

Article 6. Sub-Processors

- 6.1 The Processor is entitled to outsource the implementation of the Processing to its current Sub-processors as listed in **Annex 2**. The Processor will inform the Controller of any intended changes concerning the addition or replacement of Sub-processors. The Controller will to object to such

changes within ten (10) working days. The Processor will respond to the objection within ten (10) working days.

- 6.2 The Processor has established that its Sub-processors are bound by similar obligations including the security measures stated in this Data Processing Addendum related to the Processing of Personal Data, except for 6.3 below.
- 6.3 Concerning DigitalOcean as public cloud provider, and if applicable any Sub-processors engaged by DigitalOcean, Comparizen has agreed to a standard (data processing) agreement as provided by DigitalOcean, which can be found [here](#).¹ The Controller agrees that Processor may invoke these terms against the Controller as well as agrees with making these terms available with the aforementioned link.

Article 7. Personal Data Breach

- 7.1 In the event the Processor becomes aware of any incident that may have a significant impact on the protection of Personal Data, (a) the Processor will notify the Controller without undue delay and (b) will take all reasonable measures to prevent or limit (further) violation of the GDPR.
- 7.2 The Processor will, insofar as reasonable, provide all reasonable cooperation requested by the Controller in order for the Controller to comply with its legal obligations relating to the identified incident.
- 7.3 The Processor will insofar as reasonable, assist the Controller with the Controller's notification obligation relating to the Personal Data to the Data Protection Authority and/or the Data Subject, as meant in Article 33(3) and 34(1) of the GDPR. The Processor is never held to report a personal data breach with the Data Protection Authority and/or the Data Subject.
- 7.4 The Processor will not be responsible for the notification obligation to the relevant supervisor and/or Data Subjects, as required by Article 33 and 34 of the GDPR; however, this Article 7.4 shall not affect any liability or indemnity of the Processor under Article 9 of the Agreement.

Article 8. Cooperation

- 8.1 The Processor will provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of Data Subjects, in particular the right of access (Article 15 of the GDPR), rectification (Article 16 of the GDPR), erasure (Article 17 of the GDPR), restriction (Article 18 of the GDPR), data portability (Article 20 of the GDPR) and the right to object (Articles 21 and 22 of the GDPR). The Processor will forward a complaint or request from a Data Subject with regard to the Processing of Personal Data to the Controller as soon as possible, as the Controller is responsible for handling the request. The Processor is entitled to charge any costs associated with such cooperation.
- 8.2 The Processor will provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Articles 35 and 36 of the GDPR).
- 8.3 The Processor will provide the Controller with all the information reasonably necessary to demonstrate that the Processor fulfills its obligations under the GDPR. Furthermore, the Processor will - at the request of the Controller, and subject to prior written agreement on the scope - enable and contribute to audits, including inspections by the Controller or an independent authorized auditor. In case the Processor is of the opinion that an instruction relating to the provisions of this paragraph infringes the GDPR or other applicable data protection legislation, the Processor will inform the Controller immediately.

¹ <https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=18600>

- 8.4 The Processor is entitled to charge any reasonable costs to Controller incurred related to fulfilling their obligations in this Article 8.

Article 9. Termination and miscellaneous

- 9.1 With regard to the termination under this Data Processing Addendum the specific provisions of the Agreement apply. Without prejudice to the specific provisions of the Agreement, the Processor will, at the first request and for the risk of the Controller, delete or return all the Personal Data, and delete all existing copies, unless the Processor is legally required to store (part of) the Personal Data. The Processor is entitled to charge any costs associated with the cooperation with the Controller. The Controller will adequately inform the Processor about the (statutory) retention periods that apply to the Processing of Personal Data by the Processor.
- 9.2 The obligations laid down in this Processor's Agreement which, by their nature, are designed to continue after termination will remain in force also after the termination of this Processor's Agreement.
- 9.3 The choice of law and competent court comply with the applicable provisions of the Agreement.

ANNEX 1 OVERVIEW PERSONAL DATA

I. TYPE OF PERSONAL DATA:

- Data of users of the Controller, such as name, email address, username, password, business name, device types, photo's, screen shots.

II. CATEGORIES OF DATA SUBJECTS:

- Controller, employees of the Controller

III. PURPOSES OF PROCESSING:

- a) Management of information to use the Software and Comparizen platform

ANNEX 2 TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

This Annex describes the technical and organizational security measures and controls implemented by Comparizen to protect Personal Data in regards to the confidentiality, integrity and availability of its systems.

Comparizen may change these measures from time to time. This may mean that individual measures can be replaced by new measures that serve the same purpose or deal with the same risks without materially diminishing the security level. You can request the latest version of this document at support@comparizen.com. **This document was last updated on 25-06-2021.**

Organization of Information Security

Data Processor shall:

1. ensure that the Personal Data can be accessed only by authorized personnel for the purposes set forth in this Data Processing Agreement;

2. take all reasonable measures to prevent unauthorized access to the Personal Data through the use of appropriate physical and logical (passwords) entry controls, securing areas for data processing, and implementing procedures for monitoring the use of data processing facilities;
3. build in system and audit trails;
4. use secure passwords, network intrusion detection technology, encryption and authentication technology, secure logon procedures and virus protection;
5. account for all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorized or unlawful storage, processing, access or disclosure of Personal Data;
6. ensure pseudonymisation and/or encryption of Personal Data, where appropriate;
7. maintain the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
8. maintain the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
9. implement a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data;
10. monitor compliance on an ongoing basis;
11. implement measures to identify vulnerabilities with regard to the processing of Personal Data in systems used to provide services to the Data Controller;
12. provide employee and contractor training to ensure ongoing capabilities to carry out the security measures established in policy.

ANNEX 3 OVERVIEW OF SUB PROCESSORS

- Digital Ocean: [DigitalOcean - The developer cloud](#).
- Stripe: <https://www.stripe.com>
- End of document -