



## SOFTWARE-AS-A-SERVICE AGREEMENT

### 1 PARTIES

- 1.1 Versasec AB, Reg. No. 556739-0124, having its registered address at Box 3106, 103 62 Stockholm, Sweden, or any of its subsidiaries or affiliates distributing the Software under this Agreement (the "**Supplier**" or "**Versasec**").
- 1.2 [name], Reg. No. [number] having its registered address at [address] (the "**Subscriber**").
- 1.3 The Supplier and the Subscriber are hereinafter referred to as a "**Party**" and collectively as the "**Parties**".

### 2 BACKGROUND

- 2.1 The Supplier has developed, owns and offers certain enterprise security software as a service (the "**Software**"). As part of the Software the Supplier may also use and include software licensed from third parties.
- 2.2 The Subscriber desires to access and use the Software as a service and the Supplier agrees to grant the Subscriber a non-exclusive, limited right to access and use the Software as a service on the terms and conditions of this Agreement.

### 3 DEFINITIONS

In this Agreement, the following definitions are used:

- "Agreement"** means this agreement, including all the appendices attached to it as well as any supplementary agreements entered into under the Agreement. As of the Effective Date (defined below), this Agreement is comprised of the following documents:
- a) Software-as-a-Service Agreement (the "**Main Agreement**");
  - b) Appendix 1 – Technical Specification;
  - c) Appendix 2 – Commercial Terms;
  - d) Appendix 3 – Support Services; and
  - e) Appendix 4 – Data Processing Addendum.
- "Corrective Release"** means a version of the Software that shall generally be designated by a new version number that has changed from the prior number



only to the right of the second decimal point (e.g., Version 2.2.0 to Version 2.2.1). A Corrective Release shall address any correction or modification of a current version of the Software but not affecting the functionalities, or any improvement of existing functionalities, either by the provision of software to be reinstalled or a corrective patch to be installed on the current version.

"Effective Date"	means the date of (i) signing of this Agreement by both Parties or (ii) the Subscriber's acceptance and approval of this Agreement by clicking the box indicating acceptance in the order form, whichever is applicable.
"EULA"	means the prevailing End-User License Agreement for Versasec Software available at the Suppliers webpage <a href="https://versasec.com/products/license_agreement">https://versasec.com/products/license_agreement</a> .
"Force Majeure"	means a circumstance beyond a Party's control as further specified in Section 13.1.
"GDPR"	means any legislation, rules or regulations, including decisions from authorities ("Laws"), concerning data protection, applicable at any time during the Term.
"Initial Period"	means the period during which this Agreement is initially valid.
"Intellectual Property Rights"	means all of the following anywhere in the world and all legal, right title or interests in the following arising under Law: (a) patents and applications for patents and all related reissues, examinations, divisionals, renewals, continuations and continuations in part; (b) works qualifying for protection under a country's applicable copyright acts; (c) copyright registrations and applications, copyrightable works and other corresponding rights; (d) trade dress and trade names, logos, internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill association with any of the foregoing; (e) inventions (whether patentable or un-patentable and whether or not reduced to practice), know-how, technology, technical information, manufacturing and production processes and techniques, marketing and business data, advertising and promotional materials, customer, supplier lists and information, and other proprietary information; (f) computer software (including source and object code) firmware, development tools, algorithms,



files, records, technical drawings and related documentation, data and manuals; and (g) data bases and data collections.

- “New Feature Release”** means a version of the Software that shall generally be designated by a new version number that has changed from the prior number to the left of the second decimal point (e.g., Version 2.2.0 to Version 2.3.0 or 3.0.0). Any New Feature Release addresses a new version of the Software affecting and/or adding new functionalities, and/or new interfaces (these conditions are not cumulative) without any change in the architecture of the Software and based on the former version.
- “Personal Data”** means any information relating to an identified or identifiable natural person, whereupon an identifiable natural person is a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or online identifiers, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- “Renewable Period”** means the period for which this Agreement may be automatically renewed.
- “Service”** means the provision of the Software as a service via an electronic communication network.
- “Service Fee”** means the price for the Service as quoted by the Supplier in writing prior to this Agreement.
- “Software”** means the software defined in Section 2.1 and further specified in Appendix 1, including, if applicable, any Updates (defined below), made available by the Supplier as part of the Service.
- “Support Services”** means the services in accordance with Appendix 3.
- “Termination Notice Period”** means the minimum notice period that shall be applied in relation to termination of the Agreement without cause in accordance with Section 11.1.
- “Update”** means a change in the Software which includes error corrections, new or modified functions or improvements to the existing features of the Software as of the Supplier may determine from time to time to release in the course of the Supplier’s normal development and maintenance.



**“User”** means a named user (employee or consultant) of the Subscriber and with whom the Subscriber has signed confidentiality and security agreement to fulfil the Subscriber’s requirements in Section 5.3 and 12.

#### **4 PROVISION OF THE SERVICE**

- 4.1 The Supplier will operate the Software on servers located at the facility selected by Supplier and will provide the Subscriber with access to the Service at the connection point specified by the Supplier.
- 4.2 The Supplier is responsible and liable for providing the Services in accordance with Law as applicable to the Supplier’s provision of the Services (i.e. without regard for a Subscriber’s particular use of the Services). In the event of changes in applicable Law, requiring changes to the Services, the Supplier as well as the Subscriber, shall use reasonable commercial endeavours to adapt the Services within a reasonable time to such Laws.
- 4.3 The Supplier may from time to time provide documentation relevant for Subscribers for use of the Services (“**Documentation**”).
- 4.4 The Subscriber may in connection to the Services use locally stored software provided by the Supplier, which is not a part of the Services under this Agreement. The use of such locally stored software shall be governed by EULA and any other agreement concluded between the Supplier and the Subscriber in connection thereto. EULA shall not be applicable to the Services in any other respect than locally stored software.

#### **5 ACCESS AND USE OF THE SERVICE**

- 5.1 Subject to the terms and conditions of this Agreement, the Supplier grants to the Subscriber, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Term (as defined below), solely for Subscriber’s own internal business purposes and for the number of credentials, for which the Subscriber has paid the Service Fee. For sake of clarity, the right to access and use the Service will be limited by restrictions set forth in Appendix 2.
- 5.2 The Subscriber shall provide access to the Service only to its authorized Users. The Subscriber shall take all reasonable steps to protect the Service from unauthorized access, copying and use. The Subscriber shall not permit any third-party, other than the Users, to access and use the Service or itself use the Service on behalf of or for the benefit of any third-party by way of trade or otherwise (including, without limitation, to provide a data processing or database bureau service) and the Subscriber shall not assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Service. The Subscriber is not permitted to download or export any data that has been provided by the Supplier in the Software and/or the Service.



- 5.3 The Subscriber agrees to keep login details to the User's user account secure and not disclose such login details to any third-party. The Subscriber has full responsibility for oversight and all activities on Subscriber's user account undertaken with User's login details.
- 5.4 The Supplier may automatically collect and retain certain data (pursuant to GDPR) about the Subscriber's use of the Services. Such data may be used for statistical purposes and in order to improve the Services. The Supplier may also disclose and share such data with third parties to assist them in understanding and analysing the usage patterns for certain data, content, services and/or functionality of the Service.
- 5.5 The Subscriber shall promptly notify the Supplier if the Subscriber becomes aware of any unauthorized access or use of the Service and shall cooperate and provide reasonable assistance to the Supplier in connection with any investigation and efforts to cease any such unauthorized access or use.
- 5.6 The Subscriber is responsible for the network connectivity and for all software and hardware required for the Subscriber's access and use of the Service.
- 5.7 The Subscriber shall follow all reasonable instructions given from time to time by the Supplier with regard to the access and use of the Service.
- 5.8 If a user of the Software is an agency, department, or other entity of the United States government (the "**Government**"), the use, duplication, reproduction, release, modification, disclosure, or transfer of such Software, or of any related documentation of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("**FAR**") 12.212, Defense Federal Acquisition Regulation Supplement ("**DFARS**") 227.7202, subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Software is commercial computer software and commercial computer software documentation. The use of this Software by the Government is further restricted in accordance with the terms of this Agreement, or any modification hereto.

## **6 INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding anything in this Agreement to the contrary, the Supplier has and shall retain, sole and exclusive title, ownership rights and intellectual property rights, and other rights and interests in and to the Service and the Software, in the content thereof, and in any and all copies, modifications, alterations and enhancements to the Software, including any derivative works resulting therefrom, and all Documentation that the Subscriber is provided or accessed. In no event shall the Subscriber possess or control the Software or any related software code and the Subscriber acquires no title, ownership right or Intellectual Property Rights, or other rights of any kind in the Service, the Software or any copies thereof, or any documentation with respect to the foregoing.



## **7 UPDATE AND SUPPORT**

- 7.1 The Supplier may from time to time and without notice to the Subscriber deploy and implement Updates to the Service or the Software. Updates and notifications are specified in Appendix 3.
- 7.2 The Supplier may provide Support Services to the Subscriber. Details on Support are specified in Appendix 3.
- 7.3 The Supplier may at any time without liability and on notice, if reasonably possible, terminate the Subscriber's access to the Service if this is reasonably required for technical, operational, maintenance or security reasons.

## **8 PRICE AND PAYMENT**

- 8.1 The Subscriber shall timely pay the Service Fee to the Supplier.
- 8.2 The Service Fee shall be paid annually in advance as specified in Appendix 2 and is quoted exclusive of VAT.
- 8.3 The Service Fee is, except as otherwise provided herein, non-refundable.
- 8.4 The Service Fee shall be paid in its entirety in good funds to an account advised by the Supplier to the Subscriber on the first day of the Initial Period or on the first day of the Renewal Period, whichever is applicable. Without prejudice to its other rights and remedies, the Supplier shall have the right to charge interest on all unpaid amounts from the day the payment is due until the day full and final payment is made at the lesser of (a) a rate of two percent (2%) per month, and (b) the highest interest rate allowed by Law. The Subscriber has no right to use the Service if and for as long as the Subscriber has not fully and timely paid the entire Service Fees due to the Supplier.

## **9 WARRANTIES**

- 9.1 The Supplier warrants that the Service will substantially operate according to the technical specification in Appendix 1 during the Term, based on the supported software version provided by the Supplier and subject to any subsequent amendments made to the technical specification by the Supplier. This warranty shall only be applicable to the extent that the Service is used in conformity with such technical specification and this Agreement. The Supplier does not warrant that the Service will meet Subscriber's requirements or expectation or that the operation of the Service will be uninterrupted and error free. The Subscriber is solely responsible for the selection of the Service to achieve its intended results, for the results actually obtained, and for the selection and maintenance of its equipment and devices to access and use the Service.



- 9.2 In the event that the Subscriber discovers an error in the Service, the Subscriber shall promptly provide the Supplier with as clear and sufficient information as possible regarding the nature of the error and the conditions of its occurrence. The Subscriber shall promptly provide the Supplier with a written report concerning this matter or reproduce the error, if the Supplier makes such a request. The Subscriber shall cooperate with the Supplier and provide the Supplier with reasonable and relevant assistance to enable the Supplier to diagnose the error and to correct it or reduce its effects. If the Supplier is unable to correct a material error within a reasonable time, the Subscriber is entitled to terminate the Agreement. This shall be the Subscriber's sole and exclusive right and remedy, and the Supplier's exclusive liability, in relation to errors and failure to correct errors in the Service.
- 9.3 The Parties have agreed on Service Levels for the Service in Appendix 3 and in the event of deviation therefrom, the Subscriber's sole right and remedy, and the Supplier's exclusive liability in relation thereto, shall be as set forth in Appendix 3.
- 9.4 Each Party shall endeavour that processing of Personal Data takes place in accordance with applicable Law. Where the Supplier processes Personal Data on behalf of the Subscriber, the Supplier shall be regarded as the processor of Personal Data in accordance with the Personal Data processing agreement entered into between the Parties. The Supplier shall process Personal Data in accordance with the Personal Data processor agreement and applicable Law. The Supplier may not retain any sub-contractor to process the Subscriber's personal data without the Subscriber's prior written consent.
- 9.5 The Supplier shall have no responsibility for, and the foregoing warranties and remedies shall be void with respect to, errors or other problems with the Service or Software caused by or derived from (i) alterations or modifications of the Service not performed by or on behalf of Supplier; (ii) third-party software or hardware; or (iii) a combination of the Service with any program, equipment or device not supported by the Supplier as specified in the Software Documentation.
- 9.6 Except as set forth in this Section 9, the Supplier disclaims all other warranties, express or implied including, but not limited to, warranties of merchantability and fitness for a particular purpose. The Supplier shall have no liability or responsibility whatsoever with respect to third-party software or hardware not part of the Supplier's delivery.
- 9.7 The Supplier shall not be responsible for breach of the Agreement to the extent the breach is caused by the Subscriber's delay or failure to meet its obligations according to this Agreement (or a third-party for which the Subscriber is responsible) or actions or omissions of third parties that are outside the control of the Supplier.



## **10 LIMITATION OF LIABILITY**

- 10.1 The remedies provided in Section 9 above are the Subscriber's sole and exclusive remedies. The Supplier's liability under, arising from or related to this Agreement shall in no event exceed twenty percent (20%) of the Service Fees actually paid by Subscriber to the Supplier hereunder during the twelve (12) months immediately preceding a claim. The Supplier shall in no event be liable to the Subscriber for any indirect, incidental, special or consequential damage including, without limitation, loss of data, loss of business opportunity, loss of revenues, loss of profit, or loss of savings, or third-party claims against the Subscriber arising out of or in connection with the access or use of the Service, even if the Supplier has been advised of the possibility of such damages.
- 10.2 No claims under this Agreement may be brought by the Subscriber more than six (6) months after the cause of the claim has arisen.

## **11 TERM AND TERMINATION**

- 11.1 This Agreement enters into force on the Effective Date and shall remain in force for an Initial Period as set forth in Appendix 2 (Commercial Terms). This Agreement shall be automatically renewed for consecutive periods of a Renewable Period of twelve (12) months, unless and until terminated by either Party within a Termination Notice Period of not less than two (2) months, by written notice given prior to the renewal date of the Agreement, in which case the Agreement shall be terminated at the end of the Initial Period or the end of the current Renewable Period, as applicable. The Initial Period together with each Renewable Period are hereinafter referred to as the "**Term**".
- 11.2 In the event of a failure by either Party to comply with any material obligation under this Agreement, and such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof, the non-defaulting Party may, in addition to any other rights available to it, terminate this Agreement and the rights granted hereunder immediately upon written notice to the defaulting Party.
- 11.3 The Supplier may terminate this Agreement immediately upon written notice to the Subscriber, if the Subscriber ceases or threatens to cease to carry on its business, becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy, insolvency or similar Law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, the Subscriber shall immediately notify the Supplier of its occurrence.
- 11.4 Upon termination of this Agreement for whatever reason, the Subscriber shall immediately discontinue all use of the Service.





- 11.5 Upon termination of this Agreement, the Supplier shall, within a period of maximum ten (10) business days make available data belonging to the Subscriber, available to the Supplier, for which a request has been received in writing, in a machine or human readable format chosen by the Supplier.
- 11.6 Upon termination of this Agreement, any assistance with transferring data from the Service to the Subscriber or any third-party platform is not included in these terms, and requires a separate service agreement. This clause does not limit the Subscriber's right to data exports according to Section 11.5.
- 11.7 Termination of this Agreement shall not relieve the Subscriber of its obligations to pay all Fees that have accrued or otherwise are owed by the Subscriber under this Agreement.
- 11.8 Upon termination of this Agreement, Sections 5.4, 6, 10, 11.5, 11.6, 11.7, 11.8 and 12–18, together with any other provision of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination, shall remain in full force and effect.

## **12 CONFIDENTIALITY**

- 12.1 The Subscriber is aware of and acknowledges that the Service and the Software contains proprietary and confidential information, including, but not limited, to the ideas, methods of operation, processes, know-how, sub-systems included in the Software, the graphical user interfaces for the Software and the look and feel of the Software, all of which embody certain exceptionally valuable trade secrets of the Supplier or third-party related thereto. Such proprietary and confidential information shall be held and maintained by the Subscriber in confidence for the exclusive benefit of the Supplier.
- 12.2 Each Party undertakes to keep confidential and not to use or disclose any information (including, but not limited to, any technical or financial information, trade secrets and Subscriber lists) which it may from time to time receive or obtain (orally, in writing, or in electronic form) as a result of negotiating, entering into or performing its obligations pursuant to this Agreement or otherwise, relating to the other Party unless (i) required to do so by Law or pursuant to any order of court or other competent authority or tribunal or (ii) the information is disclosed to its professional advisers who are bound to such Party by a duty of confidence which applies to any information disclosed. If a Party is required, in circumstances contemplated by (i) to disclose any information, the disclosing Party shall use its reasonable endeavours to consult with the other Party prior to any such disclosure.
- 12.3 This Agreement imposes no confidentiality obligation upon the Parties with respect to information which: (i) was generally available in the relevant industry at the time of disclosure without a breach of confidentiality; (ii) becomes generally available in the relevant industry without a breach of confidentiality by a Party or a third-party; (iii)



was disclosed to a Party by a third-party without restriction on disclosure, provided that the third-party has not received the information directly or indirectly from the other Party; or (iv) was developed by a Party independently of any information disclosed by the other Party as evidenced by the written records of a Party.

- 12.4 The obligations of the Subscriber and the Supplier under this Agreement as to disclosure and confidentiality shall come into effect on the Effective Date and shall continue in force notwithstanding the termination of this Agreement and shall bind both the Subscriber's and the Supplier's successors and assignees.
- 12.5 The Subscriber is responsible for User's fulfilment of confidentiality obligations as well as security requirements under this Agreement.

### **13 FORCE MAJEURE**

- 13.1 Notwithstanding anything in this Agreement to the contrary, each Party shall be relieved from liability for a failure to perform any of its obligations under this Agreement, except for non-payment by the Subscriber of any Fees pursuant to this Agreement, during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the immediate control of such Party including, but not limited to, war, civil war, government restrictions, fire, hurricane, flood, strike, lock-out, embargoes, hacking, denial of service attacks, delay or interruption of communications or non-performance or late or insufficient performance by, or errors or mistakes due to or caused by, telecommunication, hosting and internet service providers and external networks, or other circumstances of similar importance ("**Force Majeure**").
- 13.2 A Party wishing to invoke an event of Force Majeure shall give prompt notice to the other Party of the commencement and the cessation of such event of Force Majeure. Failing this, such Party shall not be discharged from its obligations to perform caused by an event of Force Majeure. Both Parties shall use reasonable commercial endeavours to prevent and reduce the effect of any non-performance of this Agreement caused by an event of Force Majeure.
- 13.3 Where a Party does not perform its obligations pursuant to Section 13.1, the corresponding obligations of the other Party, shall be suspended to the same extent.
- 13.4 If a Party is prevented from performing its obligations under this Agreement due to an event of Force Majeure for a continuous period of more than three (3) months, either Party shall be entitled to terminate this Agreement with immediate effect on service of written notice on the other Party. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure, except that rights and liabilities which accrued prior to such termination shall continue to subsist.



## **14 INVALIDITY**

If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of this Agreement and to achieve the purposes intended by the Parties.

## **15 ASSIGNMENTS**

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties. Except as provided in this Agreement, neither Party may assign, transfer, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the other Party in its sole and absolute discretion, except that the Supplier may, however, without prior consent, assign its rights under this Agreement to a legal entity directly or indirectly controlling, controlled by or under common control with the Supplier. Any such attempted assignment, transfer, or sub-contract or other such disposition shall be void and of no force and effect.

## **16 MISCELLANEOUS**

- 16.1 The Supplier may list the Subscriber as a customer and describe in general terms the services provided by the Supplier under this Agreement in proposals and other marketing materials and the Supplier may use your logos and trademarks in support thereof.
- 16.2 This Agreement may only be amended by a mutually agreed instrument in writing duly executed by the Parties.
- 16.3 In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing. No waiver in any instance shall be deemed a waiver in any other or subsequent instance.
- 16.4 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous proposal, understanding or agreement between the Parties involving or relating to the subject matter of this Agreement. The provisions of this Main Agreement shall prevail in case of conflict with the terms of any appendix.

## **17 NOTICES**

- 17.1 Any notice or other communication given in connection with this Agreement shall be in writing and may be given in any manner permitted by Law, including by email.



- 17.2 Any such notice or other communication shall be deemed to have been received, provided it is correctly addressed to the address of the relevant Party set out at the head of this Agreement or such other address, email address as otherwise notified by that Party under this Agreement, if:
- a) sent by special delivery post, twenty-four (24) hours from the date of posting;
  - b) sent by international airmail, five (5) days from the date of posting; or
  - c) sent by email, on receipt of a delivery receipt by the sender, provided that if deemed receipt occurs before 9.00 am (local time in the place at or to which the notice is left or sent) on a Business Day the notice shall be deemed to have been received at 9.00 am on that day, and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day. For the purpose of this Section, "**Business Day**" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

- 17.3 Nothing contained in this Section 17 shall affect the right to serve process in any manner permitted by Law.

## **18 GOVERNING LAW AND DISPUTES**

- 18.1 This Agreement, including any non-contractual obligations (if any) arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of Sweden.
- 18.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be referred to and finally and exclusively settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.
- 18.3 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 18.4 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during



the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third-party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

18.5 Notwithstanding Section 18.2 above, the Supplier shall have the right to initiate proceedings regarding unpaid fees, to seek temporary injunctions or otherwise to pursue its ownership and Intellectual Property Rights pertaining to the Service or the Software in any court with applicable jurisdiction.

18.6 In case this Agreement or any part of it is assigned or transferred to a third-party, such third-party shall automatically be bound by the provisions of this arbitration clause. Except as provided in the immediately preceding sentence, no third-party shall be deemed a third-party beneficiary of this Agreement nor have or be entitled to enforce rights granted under this Agreement.

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This Agreement has been duly executed by application of electronic signatures.

**VERSASEC AB**

**[INSERT NAME OF SUBSCRIBER]**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]



## **APPENDIX 1 – TECHNICAL SPECIFICATION**

### **A1.1 Instructions to this Appendix**

No supplements, modifications or reworking of this Appendix, in whole or part, shall be valid unless such supplement, modification, or reworking is in writing and signed by authorized representatives of the Parties.

Definitions used herein and in the Agreement, shall have the meaning subscribed to them in Section 3, Definitions, in the Main Agreement.

### **A1.2 Service description**

The at each time valid Service description can be found online at <https://support.versasec.com/hc/en-us/articles/6550046693266>

The Supplier reserves the right to at any point change the Service, its name and its description(s).

The Supplier may choose to deprecate and eventually remove functionality, which will not affect commercial terms under this Agreement. If such a change is deemed to have a material impact on the Subscriber's use of the Service, the Subscriber shall have the right to terminate the Agreement provided it does so within three (3) months from such change.

### **A1.6 Technical requirements**

The Subscriber is responsible to fulfil the technical requirements for usage of the Service. The at each time valid technical requirements can be found online at <https://support.versasec.com/hc/en-us/articles/6550046693266>

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## APPENDIX 2 – COMMERCIAL TERMS

### A2.1 Instructions to this Appendix

No supplements, modifications or reworking of this Appendix, in whole or part, shall be valid unless such supplement, modification, or reworking is in writing and signed by authorized representatives of the Parties.

Definitions used herein shall have the meaning subscribed to them in Section 3 (Definitions) in the Main Agreement, in addition to what is defined herein.

### A2.2 Scope

Versasec subscriptions for the Service are sold by the Versasec Partner Channel or directly by Versasec.

The vSEC:CLOUD product is offered as a Versasec subscription. vSEC:CLOUD helps enterprises of all sizes manage their end-user credentials, such as physical and virtual smart cards and tokens. Every vSEC:CLOUD subscription has a maximum number of managed credentials (hereinafter "**MNMC**"). A credential is considered managed, when registered with vSEC:CLOUD. When/if a credential is unregistered or deleted, it is no longer considered managed.

One subscription is connected/restricted to one system. When the system is managing "live" active/real user credentials, it is considered a production system. A non-production system is defined as a secondary system, only available to customers subscribing to a primary/production system. A non-production vSEC:CLOUD system may not be used to manage credentials connected to active/real users, unless such users also have credentials managed by a primary production vSEC:CLOUD system. Examples of non-productions systems include test, pre-production, sandbox, validation and backup systems. Non-production system subscriptions are available under the non-production rebate program (see pricelist).

### A2.2 Term of subscription etc.

A subscription is valid from a specific start date to a specific end date. The MNMC can be increased at any time during the Term of the current subscription (a "**Subscription Expansion**"). The end date of a Subscription Expansion is determined as either the current end date, or the Subscription Expansion start date + twelve (12) months, whichever is the latest of the two.

Upon the end date of the Initial Period, the subscription can be renewed for another term (that is the Renewable Period). A new end date is set for the subscription based on the Renewable Period.

The opposite of Subscription Expansion (increasing MNMC) is reduction (decreasing MNMC). Reduction is possible when renewing a Term. NOTE: If a reduction results in an MNMC that is lower than the actual number of managed devices, the system is not



operational, until a Subscription Expansion is performed or the number of managed credentials is lowered below the MNMC limit.

- §1. One (1) calendar month is the minimum unit of subscriptions that can be allocated.
- §2. Subscriptions are offered in blocks of at least twelve (12) calendar months.
- §3. Pricing for subscriptions is per block of twelve (12) months.
- §4. In the case of Subscription Expansion of a subscription, the existing subscription is consolidated with the Subscription Expansion, following the formula below.

$L_X$  – Term for subscription X, in months  
 $R_X$  – Remaining term on subscription X, in months  
 $V_X$  – Volume (MNMC) for subscription X  
 $P(V, B, T)$  – Subscription fee depending on volume (V) at price list volume (B) for T months  
 $PL(B)$  – Price List per managed credential for 12 months

$$P(V, B, T) = V * \left(\frac{T}{12}\right) * PL(B)$$

*Expansions are defined as increases in volume*

$$V_Z = V_X + V_Y$$

*Expansions are minimum 12 months, or until the end of the existing subscription*

$$T_Z = \text{Max}(R_X, 12)$$

*Consolidated subscription fee  $C_Z$ , after expansion Y of subscription X, resulting in subscription Z for term  $T_Z$*

$$\begin{aligned}
 C_Z &= P(V_Z, V_Z, T_Z) - P(V_X, V_Z, R_X) = \left(\frac{T_Z}{12}\right)V_Z PL(V_Z) - \left(\frac{R_X}{L_X}\right)V_X PL(V_Z) \\
 &= PL(V_Z) \left(\left(\frac{\text{Max}(R_X, 12)}{12}\right)V_Z - \left(\frac{R_X}{L_X}\right)V_X\right)
 \end{aligned}$$

- §5. End date is determined as the latest of current subscription end date and the Subscription Expansion start date + twelve (12) months.
- §6. Automatic renewal – unless cancelled in writing to Versasec two (2) months before the end of the term of the current subscription, subscriptions will be automatically renewed for twelve (12) months.
- §7. The Supplier shall notify customer (via involved channel partners if such are involved) about the upcoming automatic renewal of the current subscription two (2) months before the end date of the current subscription.

*Example 1 (Term 12 months with expansion)*

Note: The date format in the example below is yyyy-mm-dd (year, month, day).

- 2022-02-10: Customer starts a subscription for volume 499. The subscription for volume 499 has a start date 2021-02-15 and is valid for 12 months, hence renewal date is 2023-02-15.
- 2022-06-03: Customer requests a Subscription Expansion to volume 799 from 2022-06-15 and the subscription is expanded (additional 300 seats) on 2022-06-15 to a total of volume 799 and the new subscription renewal date is 2023-06-15.  
*Note: Remaining months of subscription before expansion is 8 months, as 4 full months have passed on 2022-06-15. The new renewal date is 2023-06-15 as this date comes later than previous renewal date 2023-02-15.*
- 2023-04-15: Versasec sends a notification by email that the subscription is up for renewal in two months.





- 2023-06-15: The subscription for volume 799 is renewed 12 months at the current volume price for 799. New renewal date is 2024-06-15.

*Example 2 (Term 12 months with expansion)*

Note: The date format in the example below is yyyy-mm-dd (year, month, day).

- 2022-02-10: Customer starts a subscription for volume 499. The subscription for volume 499 has a start date 2022-02-15 and is valid for 12 months, hence renewal date is 2023-02-15.
- 2022-06-03: Customer requests a Subscription Expansion to volume 799 from 2022-06-03 and the subscription is expanded (additional 300) on 2022-06-03 to a total of volume 799 and the new subscription renewal date is 2023-06-03.

*Note: Remaining months of subscription before expansion is 8 months, as the start of the 4th months has passed on 2022-06-03. The new renewal date is 2023-06-03 as this date is larger than previous renewal date 2023-02-15.*

- 2023-04-03: Versasec sends a notification by email that the subscription is up for renewal in two months.
- 2023-06-03: The subscription for volume 799 is renewed 12 months at the current volume price for 799. New renewal date is 2024-06-03.

*Example 3 (Term 12 months with reduction)*

Note: The date format in the example below is yyyy-mm-dd (year, month, day).

- 2022-02-10: Customer starts a subscription for volume 499. The subscription for volume 499 has a start date 2022-02-15 and is valid for 12 months, hence renewal date is 2023-02-15.
- 2022-06-03: Customer requests a reduction of the subscription to volume 399 (reduction of 100 will be valid from 2023-02-15).

*Note: No consolidation will be made at this point.*

- 2022-12-15: Versasec sends a notification by email that the subscription is up for renewal in two months.
  - 2023-02-15: The subscription is updated to volume 399 and is renewed 12 months at the current volume price for 399. New renewal date is 2024-02-15.
-



## APPENDIX 3 – SUPPORT SERVICES

This Appendix 3 of the Agreement describes the support services and Service Levels (SLA) for the Service.

### A3.1 Instructions to this Appendix

No supplements, modifications or reworking of this Appendix, in whole or part, shall be valid unless such supplement, modification, or reworking is in writing and signed by authorized representatives of the Parties.

Definitions used herein shall have the meaning subscribed to them in Section 3 (Definitions) in the Main Agreement, in addition to what is defined herein.

### A3.2 Support Services

The support services shall consist of, and are limited to, those services as agreed in this Agreement. Versasec makes no guarantees with their services, but shall make best efforts to do so.

#### A3.2.1 Scope of Support Services

The Versasec support and access to maintenance (Corrective Releases and New Feature Releases) are available as annual subscription services. The subscription services provided for vSEC:CLOUD is Premium Support & Maintenance.

The support services shall apply exclusively to the following releases of the Software:

- Premium Support: Version N, N-1 and N-2

Where N is the New Feature Release current version, N – 1 the previous New Feature Release and N-2 the 2 previous New Feature Release of the Software.

#### A3.2.2 Access to Technical Support

Versasec's support service is available as a Web based support portal that the Subscriber shall have access to. Subscriber shall designate two (2) contact points that will be in charge of the support and act as the only technical interfaces with Versasec with respect to the performance of obligations under this Agreement. Versasec shall have the sole right to deny the designated contact points by Subscriber upon written notice, without cause, and Subscriber shall then promptly appoint a replacement contact point. Subscriber may, on its own, replace its contact points upon fifteen (15) days prior written notice to Versasec, or from the Versasec Web based support portal.

The Web based support portal will provide the Subscriber with the ability to raise support tickets and communicate directly with Versasec support staff through email, chat and voice, based on the level of support subscribed to.

**Email:** Submit a ticket in Versasec's support portal or email [support@versasec.com](mailto:support@versasec.com)

**Chat:** Access our online agents in Versasec's support portal, through the support widget.

**Talk:** Initiate a call with an online agent, through the support widget in Versasec's portal.



**Meet:** Schedule a 1-1 session with a Versasec support agent (based on calendar availability).

### **A3.2.3** *Severity Level*

The Subscriber is required to provide the severity level of the help ticket request.

**"Urgent"** means there is an outage where the Software as a service is not operational and will not start., Subscriber's business is stopped, and users cannot make any progress in issuing credentials that will impact the security or reputation of the Subscriber (excluding test and development systems).

**"High"** means that because of the Software as a service, Subscriber business is restricted but users can carry out work with significant difficulty or delay. Potentially Subscriber's business might stop.

**"Normal"** means no solution was obtainable through severity level "Low" which therefore requires deeper analysis from Versasec.

**"Low"** means that the Subscriber is requesting information about the use or functionality of the Software as a service found in our knowledge base.



### **A3.2.4 Response Time**

Versasec commits to respond to the Subscriber within the service level set out below for the subscribed plan:

#### **Premium**

Severity	Response time (h)	Access	Email	Chat	Talk	Meet
Urgent	4	24x7			Available	Customer to schedule
High	6	BHH	Available	Available	Not Available	
Normal	12	BHH	Available	Available	Not Available	Not Available
Low	24	BHH	Available	Not Available	Not Available	

*BHH - Business Hours High - Sunday to Friday 5 AM to 10 PM GMT.*

Versasec reserves the right to adjust the severity reported by the customer, based on the severity level described above.

### **A3.2.5 Customer Obligations**

This Agreement requires several items to be provided by customers:

- Qualified and identified interfaces
- Provide the requested and necessary information (logs, traces, smart card hardware, software, and environment) for Versasec to investigate the problem.

### **A3.2.6 Functional Scope**

The Support Agreement covers the Software for which the Subscriber has subscribed for support.

### **A3.2.7 New Feature Release and Corrective Release Notification**

Versasec notifies the Subscriber in writing (email) as soon as reasonable, when a New Feature Release is issued. A prerequisite is that all receivers of notifications must be registered mailing list users at Versasec. Corrective Release notifications are published on the Versasec web site. Such notifications will include all information required for the Subscriber to obtain or access the New Feature Release and Corrective Releases, including URL address(es) for Versasec's applicable support pages.

### **A3.2.8 Release Delivery and Updates**

New vSEC:CLOUD version can be upgraded 1 month from release (email sent on release date) and upgrade must and will be completed before release N+2, to a supported version.

Other Updates, such as patches due to a security or stability related issue that has to be urgently mitigated, will be communicated as soon as the issue is understood and completed as soon as there is a solution.



### **A3.2.9 Exclusion**

The following specific exclusions are stated for the Support Services scope:

- Service availability is excluded during scheduled and ad-hoc maintenance time windows.
- Service and support services availability is not guaranteed if affected by factors outside the reasonable control of the Supplier including, without limitation:
  - any Force Majeure events,
  - issues relating to any actions or inactions by the Subscriber or third parties,
  - issues relating to equipment, devices, software or other technology belonging to the Subscriber or third parties (other than third-party equipment within the Supplier's direct control); and, as well as acts or omissions of external services including, without limitation, market data providers, trading and other internet connectivity, banks and fund administrators.

### **A3.3 Service levels**

#### **A3.3.1 Service availability**

As part of the Agreement, the Supplier's service commitment relating to the availability of the service is 99.5% uptime during any calendar month. The percentage is based on the total uptime number of hours per month, excluding unavailability or delays in availability due to matters set forth in Section A3.2.9 (Exclusion).

##### **A3.3.1.1 Measurement**

The Service availability uptime percentage is measured by the Supplier chosen solution (on the servers located at the facility selected by Supplier).

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## **APPENDIX 4 – DATA PROCESSING ADDENDUM**

### **A4.1 Instructions to this Appendix**

No supplements, modifications or reworking of this Appendix, in whole or part, shall be valid unless such supplement, modification, or reworking is in writing and signed by authorized representatives of the Parties.

Definitions used herein shall have the meaning subscribed to them in Section 3 (Definitions) in the Main Agreement, in addition to what is defined herein.

### **A4.2 Processing of Personal Data**

#### **A4.2.1 Data Controller**

The Subscriber is the data controller for the processing of Personal Data carried out under the Agreement. The Subscriber is at any time responsible for the lawfulness of the processing of Personal Data, which the Subscriber has collected and granted the Supplier access to pursuant to the Agreement.

#### **A4.2.2 Data processor**

The Supplier shall be regarded as the Subscriber's data processor in relation to the processing of Personal Data carried out under the Agreement, within the scope of and as defined in GDPR. In its capacity as data processor, the Supplier shall process all Personal Data on behalf of the Subscriber in order to fulfil its obligations under the Agreement and in accordance with the Subscriber's written and documented instructions from time to time in respect of the processing of Personal Data (the "**Instructions**").

#### **A4.2.3 Compensation**

The Supplier shall receive reasonable compensation for measures and assistance which it takes in respect of processing of Personal Data in accordance with the Agreement.

#### **A4.2.4 Location**

The Supplier may move, store, transfer, or otherwise process Personal Data belonging to the Subscriber outside of the EU/EEA, provided such transfer meets the requirements and undertakings which follow from the GDPR.

The Subscriber shall ensure that there is a legal basis for transferring Personal Data to, or make available from, a location outside the EU or EEA by e.g. entering into the EU Standard Contractual Clauses for the transfer of Personal Data to third countries or provisions that replace them. The Supplier shall be entitled to enter into such Standard Contractual Clauses with sub-processors on behalf of the Subscriber.



#### **A4.2.5** *Conflicting instruction*

If the Supplier believes that the Instructions or other instruction or notification from the Subscriber would conflict with the GDPR or any other Law, the Supplier shall be entitled to notify the Subscriber and defer the processing in question.

#### **A4.3 Purpose and type of Personal Data, etc.**

The Instructions shall, inter alia, state the subject of the processing, the duration of the processing, the nature and purpose of the processing, the type of Personal Data, and categories of data subjects.

#### **A4.4 The Supplier's personnel, etc.**

The Supplier, its employees, and other persons who perform work under the Supplier's supervision and who gain access to Personal Data belonging to the Subscriber may only process such Personal Data in accordance with the Instructions, unless such person is obligated to do so pursuant to Union law or Swedish national law.

The Supplier shall ensure that its employees and all other persons for whom the Supplier is liable and who are authorized to process Personal Data covered by the Agreement have undertaken to maintain confidentiality (unless such person is subject to an appropriate statutory confidentiality obligation).

#### **A4.5 Security etc.**

The Supplier shall take sufficient technical and organizational measures designed to protect Personal Data which it processes pursuant to the Agreement. The Supplier shall also assist the Subscriber through appropriate technical and organizational measures, to the extent possible and reasonable, so that the Subscriber can fulfil its obligation to respond to a request following a data subject exercising its rights under applicable Personal Data legislation. The Supplier furthermore undertakes to reasonably assist the Subscriber in fulfilling the data subject's rights.

The measures shall be adapted to a level which is suitable, taking into consideration the degree of sensitivity of the Personal Data, the particular risks which exist, existing technical possibilities, and the costs for carrying out the measures.

#### **A4.6 Sub-processors**

##### **A4.6.1** *Entitlement of sub-processors*

The Subscriber agrees that the Supplier shall be entitled to retain sub-processors to perform the work under the Agreement.

##### **A4.6.2** *Record of sub-processor*

The Supplier shall maintain records of its sub-processors engaged for the processing carried out on behalf of the Subscriber under the Agreement.



Such sub-processors may also be available upon request. The Supplier shall notify the Subscriber prior to any change of sub-processors.

#### **A4.6.3** *Change of sub-processor(s)*

The Subscriber may object to a new sub-processor on objectively acceptable reasons. In such an event, the Parties shall cooperate in good faith to reach a resolution and if such resolution cannot be reached, then, the Supplier, at its discretion, will either not appoint or replace the sub-processor, or have the right to terminate this Agreement. If the Subscriber does not object within thirty (30) days after notification pursuant to section A4.6.2, the Subscriber is deemed to have accepted the new sub-processor.

#### **A4.6.4** *Sub-processor obligations*

The Supplier shall take steps so that its sub-processors enter into a written personal data processor agreement before the sub-processor begins work related to the Subscriber. Any such agreement must contain at least the same level of undertakings and obligations which follow from the Agreement. In any such agreement, the sub-processor shall provide sufficient warranties in respect of taking suitable technical and organizational measures so that the processing meets the requirements of the GDPR.

The Supplier shall be liable to the Subscriber for the performance of the Supplier's sub-processors.

### **A4.7 DPIA, Audit and Information**

#### **A4.7.1** *DPIA*

The Supplier agrees and warrants to, at the request of the Subscriber, taking into account the type of processing and the information available to the Supplier, assist to comply with the obligations regarding the preparation of a data protection impact assessment ("DPIA") and prior consultation with the responsible supervisory authority, in accordance with the GDPR and provided that such DPIA is required according to the GDPR.

#### **A4.7.2** *Audit*

The Supplier shall at the request of the Subscriber, submit its facilities where Personal Data is processed for audit in order to ensure and demonstrate that the processing is compliant with this Agreement and the obligations deriving from the GDPR. The audit shall be carried out by the Subscriber or such person that the Subscriber appoints, provided that such person is bound by a duty of confidentiality and signs a confidentiality agreement in form and substance acceptable to the





Supplier. The Subscriber shall bear all costs for any audit carried out in accordance with this section.

#### **A4.7.3 Information**

The Supplier shall deal promptly and properly with all inquiries from the Subscriber relating to its processing of the Personal Data and provide the Subscriber with all information reasonably required to demonstrate its compliance with obligations under the GDPR.

#### **A4.8 Personal Data breach**

##### **A4.8.1 Notification**

The Supplier shall notify the Subscriber's designated contact person after having become aware of a personal data breach (as defined in the GDPR). If and to the extent it is not possible to provide all information at once, the Supplier may provide the Subscriber with the information in batches without further delay.

##### **A4.8.2 Mitigation**

The Supplier shall investigate a Personal Data breach and undertake measures designed to mitigate possible adverse effects of the Personal Data breach, identify its cause(s) and prevent similar incidents. The Supplier shall cooperate with the Subscriber in order to protect the rights and freedoms of registered natural persons. The Parties undertake to coordinate remedial and mitigating action which are undertaken and planned.

#### **A4.9 Limitation of liability**

The limitation of liability provisions in the Main Agreement, shall also apply to this Appendix 4.



**A4.10 Termination of this Appendix**

Upon the Supplier’s cessation of processing of Personal Data on behalf of the Subscriber, the Supplier shall return all Personal Data to the Subscriber in the manner reasonably designated by the Subscriber or, where so notified by the Subscriber in writing, shall destroy all Personal Data processed on behalf of the Subscriber for the purposes set out in this Appendix 4. If the Subscriber decides that Personal Data shall be destroyed the Supplier shall confirm to the Subscriber when completed.

In the event that legislation imposed upon the Supplier prevents it from returning or destroying all or part of the Personal Data, the Supplier warrants that it will retain the confidentiality of the Personal Data and that it will not actively process the Personal Data or, alternatively, anonymize the Personal Data in a manner that makes it impossible to recreate the Personal Data in such a manner that a natural person is not or no longer identifiable.

\_\_\_\_\_

This appendix has been duly executed by application of electronic signatures.

**VERSASEC AB**

**[INSERT NAME OF SUBSCRIBER]**

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]