

Terms and conditions for Lynis Enterprise

The service "Lynis Enterprise" is offered over the internet in the form of Software-as-a-Service by the company CISOfy. The use of Lynis Enterprise is subject to the below terms and conditions. Using Lynis Enterprise constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by CISOfy.

Article 1. Use of the service

- 1.1 The service Lynis Enterprise allows using online forms and interfaces (for third parties) to fill in data and to process the results for online viewing. It is up to you which data you want to provide and what you do with the results.
- 1.2 To use Lynis Enterprise, you first need to register. After completing registration, you can directly log into your account and use the service.
- 1.3 You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. CISOfy may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified CISOfy that someone else knows your password.
- 1.4 Lynis Enterprise allows you to process personal data. CISOfy acts as a processor as that term is defined in the Dutch Data Protection Act; you are the controller. You indemnify and hold harmless CISOfy against all claims by third parties in connection with this Act.

Article 2. Terms of use

- 2.1 It is not permitted to use Lynis Enterprise for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2 In particular it is not permitted to ask for personal data without having published an adequate privacy policy. In all processing of personal data you must comply with the Dutch Data Protection Act.
- 2.3 Should CISOfy discover that you violate any of the above, or receive a complaint alleging the same, then CISOfy may intervene to end the violation.
- 2.4 If in the opinion of CISOfy the continued functioning of the computer systems or network of CISOfy or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, CISOfy may take all steps it deems reasonably necessary to end or avert such

damage or jeopardy.

- 2.5 CISOfy is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.6 CISOfy may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless CISOfy from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

- 3.1 CISOfy uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2 CISOfy actively maintains Lynis Enterprise. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.
- 3.3 CISOfy may from time to time adapt Lynis Enterprise. Your feedback and suggestions are welcome but ultimately CISOfy decides which adaptations to carry out (or not).

Article 4. Intellectual property

- 4.1 The service Lynis Enterprise, the accompanying software as well as all information and images on the website is the intellectual property of CISOfy. None of these items may be copied or used without prior written permission of CISOfy, except and to the extent permitted by mandatory law.
- 4.2 Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). CISOfy receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.
- 4.3 If you send information to CISOfy, for example a bug report or suggestion for improvement, you grant CISOfy a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.
- 4.4 CISOfy shall refrain from accessing data you store or transfer using Lynis Enterprise, unless this is necessary for a good provision of the service or CISOfy is forced to do so by law or order of competent authority. In these cases CISOfy shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

- 5.1 The use of certain functions of Lynis Enterprise is subject to fees. The functions in question will inform you of the fees. The fee is due every year and must be paid in advance.

- 5.2 Payment is possible by making a wire transfer to the account of CISOfy, by creditcard, or as explained further on the website.
- 5.3 Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

- 6.1 Except in case of intentional misconduct or gross negligence the liability of CISOfy shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2 CISOfy in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3 Damages may only be claimed if reported in writing to CISOfy at most two months after discovery.
- 6.4 In case of force majeure CISOfy is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

- 7.1 This agreement enters into force as soon as you first use the service and then remains in force for a year.
- 7.2 After this period the agreement can be renewed by extending the service. This is done via means of buying a new license for a the same period.
- 7.3 CISOfy is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event CISOfy shall first send a reminder mail to the e-mail address connected to your account.
- 7.4 You can export the data you store or process using the service at any time through the service interface.

Article 8. Changes to terms

- 8.1 CISOfy may change or add to these terms and conditions as well as any prices at any time.
- 8.2 CISOfy shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3 If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of Lynis Enterprise after the date of effect shall constitute

your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

- 9.1 Dutch law applies to this agreement.
- 9.2 Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with Lynis Enterprise shall be brought before the competent Dutch court for the principal place of business of CISOfy.
- 9.3 For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the Lynis Enterprise service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4 The version of any communication of information as recorded by CISOfy shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6 CISOfy is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of Lynis Enterprise or the associated business activities.