

## **USER POLICY TECHNOLOGY CATALOGUE BY DEPLOYMENT MATTERS NETHERLANDS B.V.**

### **Article 1 RIGHT OF USE**

- 1.1. Deployment Matters grants the User a non- exclusive, non-transferable right to use the Web Application solely for the User's internal operations.
- 1.2. Without the prior written consent of Deployment Matters, the User may not allow the Web Application to be used by or for the benefit of any other person or legal entity besides the User.
- 1.3. The User is prohibited from assigning or transferring any of its rights or obligations arising from the Deployment Matters Technology Catalogue User Policy to any third parties. The User shall refrain from selling and/or leasing the Deployment Matters Online Services to other parties without the prior written consent of Deployment Matters.
- 1.4. To the extent permitted to it by law, Deployment Matters is entitled to make adjustments to the Web Application as it sees fit. Deployment Matters will, at its sole discretion, inform the User in due time of updates and/or upgrades insofar as these are relevant for the use of the Web Application.

### **Article 2 LOG-IN PROCEDURE**

- 2.1. The User and Users shall access the Web Application via the Log-In Procedure using only the Log-In Data that was provided to the User by Deployment Matters. Deployment Matters is entitled to adjust the Log-In Procedure as it sees fit and shall inform the User thereof in a timely manner.
- 2.2. The User is responsible for the Log-In Data and must treat this data with due care. The Log-In Data is personal to the individual User and may not be shared with or transferred to any other party or person, neither within nor outside the User's organization. The User and Users must observe absolute secrecy concerning the Log-In Data. The User is solely and exclusively liable for all use of its Log-In Data by User, its Employees and Users. Furthermore all actions by the Users in this context are at the User's expense and risk. Deployment Matters does not accept any liability in this respect.

### **Article 3 RULES OF USE**

- 3.1. The User shall access and use the Web Application solely in accordance with:
  - a) this Deployment Matters Technology Catalogue User Policy;
  - b) all applicable laws, statutes and regulations.The User shall not use the Deployment Matters Online Services for action(s) and/or behavior that exposes Deployment Matters to negative publicity.
- 3.2. The User guarantees that the Users will handle their access to the Web Application and the information thus obtained in a responsible manner. For clarity, the User retains and/or accepts unconditionally the ultimate responsibility for any information the Users add to or change in the Web Application.
- 3.3. The User shall not:
  - a) use or attempt to use the Deployment Matters Online Service for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in violation of any intellectual property rights belonging to any third party;
  - b) use or attempt to use the Deployment Matters Online Service in any way which disrupts, restricts or interferes with the provision of the Deployment Matters Online Service and/or its availability to and use by other users authorized by Deployment Matters;
  - c) access or attempt to access any part of the Deployment Matters Online Service which the User is not authorized to access and/or to access any data which is held within or accessible via the Deployment Matters Online Service other than any data which has been entered by the User together with any data which is made publicly available by Deployment Matters to all users within or via the Deployment Matters Online Service;
  - d) access or attempt to access any part of the Deployment Matters Online Service via automated means (e.g. via a "scrape", "crawl" or "spider" );

- e) access, store, distribute, upload or transmit any viruses, Trojan horses, worms or any other electronic contaminants or devices during the course of the User's use of the Deployment Matters Online Services;
  - f) use any form of automated integration other than automated integration via the API's (application programming interface) provided by Deployment Matters and when made available;
  - g) except as may be allowed by any mandatory applicable law and provided that the information that User requires is not otherwise available, reverse engineer, decompile, copy, distribute, disseminate, sub-license, modify, translate, scan, adapt or in any other way modify and/or reproduce any software or other code or script which forms part of or is accessible via the Deployment Matters Online Service or Website; and/or
  - h) cause or attempt to cause, by its actions or omissions, any direct or indirect disruption of the functioning of Deployment Matters's infrastructure, or a part thereof, the infrastructure of third parties and/or links between these infrastructures by the content or size of its data traffic.
- 3.4. Without prejudice to the foregoing, the User shall refrain from using the Deployment Matters Online Services for disseminating spam or facilitating spam (which includes without limitation having open SMTP relays and/ or proxies, having open proxies, hosting or enabling the hosting of websites advertised by means of unsolicited messages and providing DNS services for such websites). The User bears the burden of proof for demonstrating that permission was granted in advance by the addressee in the event of large quantities of communication sent by or on the User's behalf. The User is liable for the damage caused by the dissemination of spam.  
Damages are understood to include, but not limited to, the compensation for time spent by Deployment Matters on removing the IP addresses of Deployment Matters and other Users of Deployment Matters that, as a result of the spam, have been included on spam filters' blacklists, as well as the costs arising from dealing with the complaints about the spam disseminated by the User.
- 3.5. Deployment Matters provides the Deployment Matters Online Services on the basis of a fair use policy. That is to say, it does not in principle impose any restrictions on the nature and size of the User's use of the Deployment Matters Online Services other than referred to in the Articles 3.1 to 3.5 and Article 3.10.
- 3.6. Deployment Matters offers the Deployment Matters Online Services for an amount of information stored by it and the volume of data transport realized by which can be expected as average in a small or medium sized enterprise. This is on the understanding that Deployment Matters reserves the right to take measures in the event of excessive use, which is use that significantly exceeds an average User's use. The User must immediately take measures to end the aforementioned excessive load after the first notification from Deployment Matters. Deployment Matters has the right to suspend the Deployment Matters Online Services in the event of (suspected) persistent excessive load. Deployment Matters may charge to the User the costs associated with this excessive load at the prices and rates effective at that time. Excessive load is understood to include excessively high use of processing, memory, network, disk and storage capacity, as well as excessive use of support and management services.
- 3.7. If the User finds at any time that it is able to enter Deployment Matters's network layers, it must report this to Deployment Matters immediately.
- 3.8. The User is responsible for the operation of its hardware, software, configuration, peripheral equipment and internet connections necessary to use the Deployment Matters Online Services. The User is responsible for taking the necessary measures to protect its equipment, software and telecommunication, Log-In Data and internet connections against viruses, cybercrime and unlawful use by third parties.
- 3.9. If Deployment Matters, at its sole discretion, feels that there is a danger to the undisturbed functioning of Deployment Matters's infrastructure and/or of the service provision to Deployment Matters's Users, such as but not limited to viral infections, denial of service attacks, port scans, hacking, spam from or because of the User, or otherwise, Deployment Matters may give instructions that must be followed immediately by the User, and has the right to suspend service provision entirely

- or partially as long as the particular danger exists. The User is in default, without further notice of default being required, if the instructions are not followed by the User immediately.
- 3.10. For every (suspected) misuse or other improper use of the Web Application, Deployment Matters may, at its discretion and effective immediately:
    - a) demand the User to temporarily or permanently remove any offending data from equipment, systems and/or (in the event of hosting) the User's servers; and/or
    - b) temporarily or permanently limit or block the User's access to or use of the Web Application;
    - c) entirely or partly stop or suspend its service provision;
  - 3.11. The User is responsible for the content of reviews.
  - 3.12. The User hereby grants Deployment Matters a nonexclusive, royalty-free, worldwide license to use or perform any other activity with reference to reviews made by The User.
  - 3.13. Deployment Matters has the right to verify the review with other users or experts. At any time, Deployment Matters has the right to remove reviews.
  - 3.14. Deployment Matters has the right to include the name of the User & User's employer logo on the websites next to reviews, under the title: "These companies are already using the Technology Catalogue".
  - 3.15. Deployment Matters has the right to use the end user Users' logo on technology pages in the catalogue for technologies that have been deployed by the end user.
  - 3.16. Deployment Matters has the right to use reviews for promotion of the technology through its consultancy and/or marketing services
  - 3.17. The User agrees that any User of the Deployment Matters is allowed to make reference to reviews on social media.
  - 3.18. The User agrees that reviews from all other types of Users are only a reflection of their opinion and hence no rights can be claimed based on these reviews.

#### **Article 4      AVAILABILITY**

- 4.1. Deployment Matters shall use commercially reasonable efforts to ensure optimal availability of and access to the Web Application. The applicability of any Service Level Agreements must be expressly agreed between parties.
- 4.2. Notwithstanding Article 4.1, Deployment Matters is entitled, without any prior notice, to (temporarily) block or disable access to the Web Application or limit the use thereof insofar as may be reasonably necessary from time to time:
  - a) in order to carry out preventative or regular maintenance and upgrade work;
  - b) in the event of any actual or suspected security breach; and/or
  - c) in the event of any other emergency, all without the User thereby being entitled to seek compensation from Deployment Matters. Deployment Matters will endeavor to limit these measures to a minimum and, to the extent commercially practicable, inform the User in a timely manner.

#### **Article 5      USER DATA**

- 5.1. The User will at all times remain the proprietor and owner of the User Data and User is solely responsible and liable for the content and accuracy of the User Data. The User's compliance with all applicable government laws and regulations associated with the creation, retention or disposition of (computer generated) data in any jurisdiction where User uses the Web Application or transmits User Data using the Web Application is solely the responsibility of User. Deployment Matters will not be subject to any statutory retention period regarding the data entered by the User within the Web Application.
- 5.2. Deployment Matters advises the User to make a back-up of all data entered through the Web Application as frequently as appropriate (e.g. for the year-end closing and/or material changes to the User Data) to enable it to recover such data with minimal impact to its business. Such back-ups need to be stored outside the (environment of the) Web Application. In no event shall Deployment Matters be liable for the costs of (reproducing) mutilated, corrupt or lost data, nor or for any (consequential) damages or loss of profit on the part of the User.

## **Article 6      PERSONAL DATA AND PRIVACY**

- 6.1. User acknowledges and agrees that Deployment Matters's Privacy Policy as published on [www.technologycatalogue.com](http://www.technologycatalogue.com) shall apply to Deployment Matters's processing of User's personal information.  
The User hereby expressly agrees to the Privacy Policy. Deployment Matters is entitled to amend the Privacy Policy from time to time and it is the User's responsibility to ensure its review of the Privacy Policy and to familiarize itself with any changes. User's continued use of the Web Application following any such change will constitute the User's acceptance of the revised Privacy Policy, notwithstanding anything to the contrary in this Deployment Matters Technology Catalogue User Policy.
- 6.2. In relation to any data that the User has entered through the Web Application, the User:
- a) guarantees that it will process, store and use its personal data in accordance with all applicable laws, regulations and codes of practice;
  - b) shall comply with all of its obligations as the controller and/or as processor of that data under any applicable data protection and privacy legislation, including, but not limited to, ensuring that all necessary information is provided to all data subjects whose data formed part of the data entered regarding the proposed use and disclosure of their data as a result of the User's use of the Deployment Matters Online Service;
  - c) shall ensure that it has secured all necessary consents and authorizations which are required to enable it to process and store its personal data via the Web Application and Deployment Matters shall have no responsibility or liability to the User to secure any required consents or authorizations on its behalf; and
  - d) shall deal with any and all requests from data subjects and/or any other regulatory authority relating to the User Data.
- 6.3. Deployment Matters warrants that, as a data processor, it shall take appropriate technical and organizational measures against the unauthorized or unlawful processing of User Data and against the accidental loss, destruction or damage of User Data.

## **Article 7      INTELLECTUAL PROPERTY RIGHTS**

- 7.1. All copyrights, patent rights, trade name rights, trademark rights, database rights, rights in designs (in each case whether registered or unregistered), rights in confidential information and trade secrets and other intellectual and industrial property rights, as well as all similar rights for the protection of (information in respect of) the Website, Web Application and Documentation are the exclusive property of Deployment Matters or its licensor(s). None of the provisions in this user policy can be interpreted in such a way that it results in the full or partial transfer of these rights to the User.
- 7.2. The User is prohibited from changing, removing or making unrecognizable any notice in respect of Deployment Matters's intellectual property rights on or in the Website, Web Application or Documentation. The User is prohibited from using or registering any of Deployment Matters's brands, designs, logo's or domain names or similar names or signs corresponding to these, in any jurisdiction, anywhere in the world. All use of Deployment Matters's marks and other intellectual property, and all goodwill arising out of such use, will inure to the benefit of Deployment Matters.

## **Article 8      LIABILITY**

- 8.1. Deployment Matters's total liability due to an attributable failure in the performance on any legal basis whatsoever, expressly including each and every failure to fulfil any representation or warranty obligation agreed with the User, shall be limited to compensation for direct damages (as defined in clause 6:96 of the Dutch Civil Code) up to an amount equaling 50% of all amounts invoiced to and paid by the User in the 6 months preceding the event causing such damages. Deployment Matters's total liability for direct loss, on any legal basis whatsoever, shall however never amount to more than EUR 10.000 (ten thousand euros). In all cases, a series of related events shall be considered a single incident for the purposes of these limits.

- 8.2. User acknowledges and agrees that Deployments Matters cannot guarantee that the deployed technology will succeed. User shall be solely responsible for making all decisions and taking actions related to its business. User hereby acknowledges that it is not possible for Deployment Matters to guarantee that the chosen technology will lead to a certain result.

#### **Article 9**      **FORCE MAJEURE**

- 9.1. Neither party is obliged to comply with a contractual obligation, with the exception of a payment obligation, resulting from the use of the Technology Catalogue, if compliance is prevented by a force majeure. Force majeure includes but is not limited to: military actions, any acts of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared), the elements, unavailability of or disruptions in telecommunication data network or internet connections, power loss/electrical power outage, delays or failures of Deployment Matters's suppliers, transport problems and strikes.
- 9.2. If, at the time the force majeure occurs, Deployment Matters has already partially met its obligations, or if Deployment Matters can only partially meet its obligations as a result of the force majeure, Deployment Matters is entitled to invoice separately for the performance already delivered or the deliverable part of the performance and the User is obliged to pay this invoice as if it concerns a separate agreement.
- 9.3. Throughout the duration of the force majeure, Deployment Matters shall be entitled to suspend the fulfilment of its obligations. If this period lasts for more than three months, Deployment Matters shall be entitled to terminate the use of the Technology Catalogue with immediate effect by notice and without any obligation to pay the User any damages or compensation.

#### **Article 10**      **APPLICABLE LAW AND DISPUTES**

- 10.1. This user policy, are governed by and interpreted in accordance with the laws of the Netherlands exclusively. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 10.2. Notwithstanding the competency of any other court statutorily and peremptorily designated, any and all disputes, disagreements or claims resulting from or associated with the Deployment Matters Online Terms and Conditions, or with the non-compliance, termination or invalidity thereof or any other dispute between the User and Deployment Matters shall be exclusively submitted to the competent court in The Hague, the Netherlands.