

End User License Agreement

Version 1.1 - August 2026

This is the End User License Agreement ("**EULA**") of Secutec bv, Boomsesteenweg 41/11, 2630 Aartselaar, company number 0875.719.463 ("**Secutec**").

This EULA applies to the use of Secutec Solutions, including but not limited to SecureDNS, SecureSIGHT and other software solutions provided by Secutec and the related managed services. This EULA governs both the use of the software components and the terms and conditions for the provision of the associated services.

In the event of any conflict or inconsistency between this EULA and Secutec's General Terms and Conditions, this EULA shall prevail with respect to the use and licensing of the Secutec Solutions.

1 Definitions and Hierarchy

1.1 Definitions

All terms written with a capital letter in this EULA are defined in the General Terms and Conditions or in the list below:

- i. **Customer:** a company that uses Secutec Solutions for professional purposes.
- ii. **Customer Data:** all data, information and details (including personal data) of the Customer that are processed in and/or by the Secutec Solutions.
- iii. **Effective Date:** the date on which the Agreement enters into force.
- iv. **Good Industry Practice:** the degree of skill, care, caution, foresight, efficiency, timeliness and judgement that, taking into account the relevant state of the art, may be expected from a sufficiently competent, trained and experienced service provider with an internationally recognised reputation and experience working in a comparable company.
- v. **Intellectual Property Rights:** all trademarks, logos, trade names, internet domain names, models, drawings, patents, copyrights (including rights to software) and moral rights, database rights, rights to semiconductor topographies, know-how and other industrial and intellectual property rights – whether or not registered – including applications for registration and all equivalent or comparable rights or forms of protection that have a similar legal effect worldwide.

1.2 Relationship with other contractual documents

Where the Customer has entered into General Terms and Conditions with Secutec, this EULA constitutes a *lex specialis* governing the use of the Secutec Solutions.

Where no such General Terms and Conditions apply, this EULA shall constitute the primary agreement between Secutec and the Customer with respect to the use of the Secutec Solutions.

2 Licence

Subject to compliance with this EULA and payment of the Licence Fee, the Customer shall, for the term of the Agreement, obtain a non-exclusive, non-transferable, non-sublicensable and worldwide right to use the Secutec Solutions, as made available to it, for internal business purposes ("the **Licence**").

The Customer shall not remove any identification, ownership, copyright or other notices from the Secutec Solutions or the documentation. In addition, the Customer has no right or authorisation to convert the software to source code, decompile it, disassemble it or analyse it by means of "reverse engineering", to create derivative works of this software, to merge the software with other software, to grant a sublicense, to sell, lease or otherwise encumber the rights granted by Secutec (unless expressly permitted by Secutec) and any attempt to do so shall constitute an infringement, unless such action is expressly permitted by mandatory law.

The Customer may not use the Secutec Solutions in any manner that is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3 Rights and obligations of Secutec

Secutec will use its best efforts to deliver the Secutec Solutions "as is" and in accordance with Good Industry Practice. The Customer acknowledges that Secutec cannot guarantee the error-free operation of the Secutec Solutions. However, Secutec will ensure that:

- i. all its personnel and subcontractors have the appropriate training and skills to fulfil its obligations;
- ii. the Secutec Solutions are delivered in accordance with the Service Level Agreement (SLA);
- iii. the Secutec Solutions comply with the applicable Belgian laws and regulations insofar as such compliance falls within its responsibilities under the aforementioned laws and regulations.

Secutec will endeavour to guarantee the availability and performance of the Secutec Solutions in accordance with the SLA. However, the Customer acknowledges that certain components of the Secutec Solutions depend on third parties (such as cloud services, resolver engines or external data sources) over which Secutec has no control.

Interruptions or malfunctions at these third parties are beyond Secutec's control, unless otherwise agreed.

4 Rights and obligations of the Customer

The Customer shall cooperate with Secutec to the best of its ability and in good faith to ensure the efficient initialisation and successful delivery of the Secutec Solutions to the Customer.

The Customer undertakes to comply with Secutec's security guidelines and to use its best endeavours to prevent unauthorised or fraudulent access to or use of the Secutec Solutions.

The Customer shall notify Secutec in advance of any processing or modification of its systems that may directly or indirectly affect the correct delivery of the Secutec Solutions. The Customer acknowledges and accepts that any intervention or modification not notified in advance may seriously affect or impede the delivery of the Secutec Solutions.

The Customer shall treat all information received from Secutec regarding the operational and functional aspects of the Secutec Solutions as Confidential Information.

If the Customer fails to fulfil its obligations under this EULA, Secutec reserves the right, after prior notice, to suspend the delivery of the Secutec Solutions without being liable for any compensation and without prejudice to its other rights.

5 Licence fee and payment

The applicable Licence Fee and any set-up fee are included in the Agreement. Invoicing takes place prior to the delivery of the Secutec Solutions, in accordance with the payment terms set out in the General Terms and Conditions. Where no General Terms and Conditions apply between Secutec and the Customer, any payment obligations of the Customer towards Secutec shall be governed by the applicable commercial arrangements agreed via the Partner.

If the Customer requires certain (consultancy) services that fall outside the normal scope of the Secutec Solutions, Secutec shall be entitled to invoice the costs for these services separately.

6 Intellectual Property

6.1 Secutec Solutions

Except as expressly provided otherwise in this EULA, all rights and titles relating to the Secutec Solutions – including all associated software, improvements, extensions and modifications – remain the exclusive property of Secutec. All rights not expressly granted to the Customer in this Agreement are expressly reserved by Secutec. The Customer only acquires a limited Licence to the Secutec Solutions, and only to the extent expressly provided for in this EULA.

This EULA does not grant the Customer any (i) rights to the intellectual property rights in the Secutec Solutions or (ii) rights to use the Secutec trademarks, logos, domain names or other brand features.

6.2 Customer Data

The Customer retains all (intellectual) property rights relating to the Customer Data. Secutec will only use the Customer Data in the context of the delivery of the Secutec Solutions. The processing of personal data within the Secutec Solutions is carried out in accordance with the Data Processing Agreement (DPA) between the parties, which forms an integral part of this EULA.

In case of any conflict between this EULA and the Data Processing Agreement, the provisions of the Data Processing Agreement shall prevail with respect to the processing of personal data.

6.3 Limited authorisations

Secutec shall, within the scope of the delivery of the Secutec Solutions, be entitled to use the Customer Data and other information relating to the delivery, use and performance of various aspects of the Secutec Solutions and related systems and technologies (including, without limitation, information relating to Customer Data and data derived therefrom) for the purpose of: (i) delivering the Secutec Solutions, and (ii) improving the functionality of the Secutec Solutions. (“the Purpose”)

Secutec guarantees that the use of Customer Data by Secutec is strictly limited to the Purpose and that this use is subject to appropriate security and privacy measures.

6.4 Use by third parties

The Secutec Solutions may contain elements of or be integrated with technologies or services from third parties. Secutec remains responsible for the correct integration and functioning of these components within the limits of its own control. Insofar as certain functionalities depend on third parties over whom Secutec has no direct control, Secutec can

only be held liable for malfunctions, delays or limitations resulting from the actions or omissions of these third parties within the limits of the liability accepted by these third parties.

7 Liability

7.1 Secutec is not liable for indirect, consequential or special damage (such as, but not limited to, loss of profit, damage to reputation or loss of data).

Secutec is not liable for damage resulting from:

- i. incorrect, improper or unauthorised use by the Customer or its appointees;
- ii. external causes such as fire, natural disasters or power failures;
- iii. incorrect use by end users or missing parameters;
- iv. changes in legislation or changes in the Customer's business operations;
- v. viruses or hacking of the Customer's systems.

7.2 In the event of a shortcoming, the Customer must give Secutec written notice of default. In the event of persistent negligence, compensation shall be limited to restoration in kind or, if this is impossible, to compensation for direct damage within the limits of this article.

7.3 Secutec's liability shall in all cases be limited to the amount paid by the Customer for the product or service in question in the 12 months prior to the damage, with an absolute maximum of EUR 100,000.

7.4 The Customer expressly waives the application of Article 6.3 of the new Civil Code regarding non-contractual liability of auxiliary persons, within the limits permitted by law.

8 Applicable law and competent court

This EULA is governed by Belgian law. In the event of disputes, the courts of Antwerp (Belgium), shall have exclusive jurisdiction.

9 Updates

Secutec may update this EULA from time to time to reflect changes in the Secutec Solutions, applicable law, security requirements, industry standards, or operational practices.

Updated versions shall apply to ongoing Agreements upon publication on Secutec's website, provided that such updates do not materially reduce the Customer's license rights, agreed service levels, or liability protections under the Agreement.

Where an update would result in a material adverse impact on the Customer, Secutec shall provide reasonable prior notice. If the Customer reasonably objects to such material change, the Parties shall discuss in good faith. If no mutually acceptable solution can be reached, the Customer may terminate the affected Services without penalty within thirty (30) days following the effective date of the material change.