

GENERAL TERMS & CONDITIONS

1 Interpretation and Definitions

In these Terms and Conditions, capitalised terms shall have the meanings set out below or, where not expressly defined, the meaning assigned to them in the context of these Terms and Conditions.

Term	Definition
Agreement	the agreement between Secutec and the Customer, consisting of the offer, these Terms and Conditions and any applicable special terms and conditions, including service annexes
Customer	the legal entity entering into the Agreement with Secutec
Services	the products and/or services provided by Secutec under the Agreement, including Secutec Solutions, Third Party Solutions and Consultancy Services
Secutec Solutions	the software and services developed and provided by Secutec, including but not limited to SecureDNS, SecureSIGHT, SecureRESPONSE and related services
Third Party Solutions	products and services of third parties offered or resold by Secutec.
Consultancy Services	professional services, including advisory, implementation, security assessments, incident response and pentesting services provided by Secutec
Personal Data, Processing, Processor and Controller	the meanings assigned to them under applicable data protection laws
Data Processing Agreement or DPA	the Data Processing Agreement, including its annexes
Confidential Information	any non-public information disclosed by one party to the other in connection with the Agreement, whether in written, oral or electronic form, and whether or not marked as confidential
Secutec	Secutec bv, with registered office located at Boomsesteenweg 41, bus 11, 2630 Aartselaar, Belgium and with company number 0875.719.463

2 Applicability

2.1 These Terms and Conditions apply to all offers, quotations, sales and deliveries of products and/or services by Secutec.

2.2 These Terms and Conditions apply mutatis mutandis to Agreements concluded directly with Customers as well as to Agreements concluded via authorized partners, resellers or distributors, unless expressly agreed otherwise in writing.

3 Contractual Documents – Incorporation and Hierarchy

3.1 The Agreement between Secutec and the Customer consists of the mutually accepted Offer or mutually accepted Order Form, these Terms and Conditions and, where applicable, one or more of the following documents:

- the End User License Agreement (EULA);
- the Service Level Agreement (SLA);

- the Data Processing Agreement (DPA);
- any service-specific annexes or special terms and conditions.

3.2 The applicable Secutec End User License Agreement (EULA), Service Level Agreement (SLA) and Data Processing Agreement (DPA), as published on Secutec's website (<https://secutec.com/en/legal>) and in force at the time of conclusion of the Agreement, are hereby incorporated by reference and form an integral and binding part of the Agreement.

Acceptance of the Offer or placement of an order constitutes acceptance of these documents.

Secutec may update these documents from time to time. Updated versions shall apply to new Agreements concluded after their publication.

3.3 In case of any conflict or inconsistency between contractual documents, the following order of precedence shall apply:

- (i) the Offer or Order Form;
- (ii) the Data Processing Agreement (solely with respect to the Processing of Personal Data);
- (iii) the Service Level Agreement (solely with respect to service levels and support);
- (iv) the End User License Agreement (solely with respect to licensing and use rights);
- (v) these Terms and Conditions.

4 Quotations

4.1 An Agreement is concluded in one of the following ways:

- (i) by signature or written confirmation of an offer within the period of validity;
- (ii) by the placing of an order by the Customer;

4.2 By accepting an offer or placing an order, the Customer acknowledges having read and accepted these Terms and Conditions.

5 Secutec Solutions

5.1 The use of Secutec Solutions is subject to the specific terms and conditions and service levels contained in the attachments to the offer. These documents are an integral part of the Agreement. The Customer acknowledges having been informed of, and having accepted, such documents prior to the use of the Services.

5.2 Secutec provides its services with professional care and may engage subcontractors in the process. The Customer shall provide timely access to the necessary information, systems and infrastructure for proper execution.

6 Shared Responsibility Model

6.1 The Customer acknowledges that cybersecurity is based on a shared responsibility model.

6.2 Secutec provides security tools, monitoring, detection, advisory and related services as described in the Agreement. The Customer remains solely responsible for:

- the overall security governance of its IT environment;
- the correct configuration and maintenance of its infrastructure;
- the timely implementation of recommendations, mitigation measures and patches;
- internal access management and user policies;
- compliance with applicable legal and regulatory obligations.

6.3 Secutec does not replace the Customer's internal security function and does not assume overall responsibility for the Customer's IT security posture.

7 Intellectual Property

7.1 All intellectual property rights in and to the Secutec Solutions, including software, documentation, methodologies and know-how, remain exclusively vested in Secutec or its licensors.

7.2 The Customer receives only a limited, non-exclusive, non-transferable and non-sublicensable right to use the Solutions strictly in accordance with the Agreement and the applicable EULA.

7.3 Any use beyond the agreed scope, including reverse engineering, modification or unauthorized reproduction, is strictly prohibited.

8 Third Party Solutions

8.1 Secutec acts as a reseller of hardware, software and services of third parties and may also provide Consultancy Services in relation thereto. These products are subject to the terms and conditions of the respective supplier (such as EULA, SLA and terms of use). The Customer accepts these terms and conditions prior to use. Links to the relevant terms and conditions are available via the Third Party license certificate upon purchase or upon request. Where Third Party Solutions involve the Processing of Personal Data, such Processing shall be governed by the applicable Data Processing Agreement.

8.2 Secutec shall not be liable for defects or damages arising from the use of Third-Party Solutions except in cases of willful misconduct or gross negligence by Secutec.

8.3 Where Services depend on integrations with third-party software, cloud platforms or infrastructure controlled by the Customer, Secutec's performance is subject to the availability and proper functioning of such third-party environments.

9 Pentesting

9.1 Secutec provides Pentests and may engage subcontractors for this purpose. Pentesting services are provided on a best-efforts basis and constitute a point-in-time security assessment.

9.2 The Customer shall provide Secutec with all information, data, and documents relevant to the proper performance of the Pentest in a timely manner and in the desired form and manner. The Customer shall also provide the necessary assistance if this is useful or necessary in view of the performance of the Agreement.

9.3 The Customer guarantees the accuracy, completeness, and reliability of the information, data, and documents provided, even if these originate from third parties, insofar as the nature of the Agreement does not dictate otherwise.

9.4 Upon first request and to the extent reasonably possible, Secutec shall return or delete any documents or information provided by the Customer following completion of the Pentest.

9.5 If the Customer fails to provide the information, data, or documents reasonably requested by Secutec or its subcontractor, or fails to do so in a timely or proper manner, and if this causes a delay in the performance of the Agreement, the resulting additional costs and extra hours will be charged to the Customer.

9.6 Secutec does not guarantee that all vulnerabilities, weaknesses or security issues will be identified during a Pentest. The scope, results and limitations of Pentesting services are further described in the applicable service annexes.

9.7 The Customer remains solely responsible for assessing and implementing any remediation measures following a Pentest. Secutec shall not be liable for any damages resulting from the Customer's failure to implement recommended security measures.

10 Prices and payment

10.1 VAT

All prices are exclusive of VAT and any additional costs, unless stated otherwise.

10.2 Payment / interest

All invoices are payable within thirty (30) days from the invoice date. In the event of late payment, interest of 1% per month shall be due by operation of law and without prior notice of default, together with a fixed compensation of 10% of the invoice amount, with a minimum of EUR 150. The Customer shall not be entitled to set off or suspend any payment.

10.3 Indexation

The prices for Secutec Solutions and Consultancy Services may be adjusted annually on 1 January, inter alia, based on the Agoria Digital Index or any comparable index reflecting the evolution of labour and operational costs in the technology sector.

10.4 Third-Party Pricing

Prices for third-party solutions or services may be adjusted if the relevant supplier implements a price change. Such price changes may be passed on directly to the Customer by Secutec. Secutec shall inform the Customer thereof as soon as reasonably possible.

10.5 Price Adjustment

Secutec reserves the right to adjust the prices of its services. The Customer shall be notified thereof in writing in advance and may terminate the Agreement at the end of the then-current contract term by providing written notice within two (2) months following notification of the price adjustment.

10.6 Invoice Disputes

Any invoice must be disputed in writing within five (5) calendar days following receipt, with a clear justification. A dispute does not suspend the obligation to pay the undisputed portion.

10.7 Suspension for Non-Payment.

In the event of non-payment of an invoice on its due date, Secutec reserves the right, after written notice, to suspend, with immediate effect, the provision of its Services in whole or in part until all outstanding amounts have been paid in full, without any liability on the part of Secutec.

10.8 Purchase order.

Where applicable, Secutec may require a valid purchase order, order confirmation or equivalent commercial confirmation as a condition for the delivery, renewal or continuation of the Services. In the absence or delay of such confirmation, Secutec shall be entitled to suspend or postpone the delivery or continuation of the Services without liability.

10.9 Renewal pricing.

Upon renewal of subscriptions or recurring services, the prices then in effect at Secutec may apply, unless otherwise agreed in writing between the parties, without this constituting an amendment to the Agreement.

11 Guarantee and indemnification

11.1 Where the parties have entered into an Agreement of a service nature, such Agreement constitutes an obligation of means and not an obligation of result.

11.2 In view of the nature of the Services, the Customer acknowledges and accepts that the performance of the Agreement may involve certain risks to its IT infrastructure, files and/or data. Provided that Secutec and its subcontractors act in accordance with the Agreement and do not commit any fault, Secutec shall not be liable for damage to the Customer's IT infrastructure, files and/or data resulting from the performance of the Agreement.

11.3 The Customer acknowledges that Secutec cannot guarantee that the Customer will not be affected by cyber-attacks occurring before, during or after the Services.

12 Liability

12.1 Notwithstanding that Secutec shall perform the Agreement in accordance with prevailing standards and practices, the parties acknowledge – and the Customer expressly agrees – that certain Services may involve risks to the Customer's IT environment, infrastructure and data, even when performed with due care. Secutec shall only be liable for direct damages suffered by the Customer as a result of a proven fault of Secutec or its subcontractors in the performance of the Agreement, and only within the limits set out in this Article.

12.2 The occurrence of a cybersecurity incident, data breach or compromise within the Customer's environment shall not in itself constitute evidence of fault or breach by Secutec.

12.3 Secutec is not liable for indirect, consequential or special damages, including but not limited to loss of profits, loss of data, loss of business opportunity, reputational damage or regulatory fines, except where such exclusion is not permitted under mandatory law.

12.4 Secutec shall not be liable for damages resulting from:

- incorrect, improper or unauthorized use by the Customer or its representatives;
- external causes such as fire, natural disasters or power failures;
- error of end users or missing parameters;
- legislative changes or changing Customer business practices;
- viruses or hacking of the Customer's systems.

12.5 In case of breach, the Customer must give Secutec written notice of default. If Secutec fails to remedy such breach within a reasonable period, its liability shall be limited to performance in kind where possible, or, failing that, to compensation for direct damages within the limits set out in this Article.

12.6 Secutec's total aggregate liability under or in connection with the Agreement, whether in contract, tort or otherwise, shall in all cases be limited to the amounts paid by the Customer for the product or service concerned during the twelve (12) months preceding the claim, with an absolute maximum of EUR 100,000.

The limitations of liability set forth in this article apply to all claims arising under or in connection with the Agreement, including claims relating to data protection and the Data Processing Agreement, except to the extent such limitation is not permitted under mandatory law.

12.7 The Customer expressly waives the application of Article 6.3 of the new Civil Code on extra-contractual liability of auxiliary persons, within the legally permissible limits.

13 Data Protection

13.1 Where Secutec processes Personal Data on behalf of the Customer as Processor, such Processing shall be governed exclusively by the Data Processing Agreement (DPA), as published on Secutec's website (<https://secutec.com/en/legal>) and in force at the time of conclusion of the Agreement, which is hereby incorporated by reference.

13.2 In case of conflict between these Terms and Conditions and the DPA, the DPA shall prevail with respect to the Processing of Personal Data.

13.3 Secutec may update the DPA from time to time to reflect changes in applicable law or operational practices. Updated versions shall apply to new Agreements concluded after their publication. For existing Agreements, any update required to comply with mandatory law shall apply automatically to the extent necessary to ensure compliance.

14 Duration and termination

14.1 The duration of the Agreement shall be specified in the offer. The commencement date of the license or service is deemed to commence on the date specified on Secutec's first invoice, unless expressly agreed otherwise. Termination of the Agreement shall not affect any obligations relating to the Processing of Personal Data, which shall continue to be governed by the Data Processing Agreement.

14.2 Agreements of definite duration are automatically renewed for successive periods of the same duration unless one of the parties terminates the Agreement by giving notice no later than two (2) months prior to their expiration date. Agreements of indefinite duration may be terminated by either party with three (3) months' notice. For fixed-fee projects, the Agreement will be terminated upon completion and acceptance of deliverables. For the avoidance of doubt, any automatic renewal of the Agreement does not in itself create an obligation for Secutec to deliver, activate or continue the Services. The delivery, renewal or continuation of the Services shall remain subject to the applicable commercial and operational conditions, including the receipt of any required purchase order, order confirmation or equivalent confirmation, as agreed between the parties.

14.3 The Agreement may be terminated by a party with written notice to the other party: (i) if the other party commits a material breach of the Agreement that cannot be remedied or is not remedied within thirty (30) days of a written notice requiring that the breach be remedied; or (ii) if the other party enters into liquidation, bankruptcy or other insolvency proceedings, whether voluntary or forced, or if the party is unable to pay its debts within the meaning of applicable laws of the jurisdiction, other than for purposes of reconstruction or amalgamation. Secutec may decide to suspend the provision of the Services if the Customer fails to fulfill its obligations under the Agreement and, even after notice of default, continues to fail to fulfill its obligations. Any damage that would result from this suspension cannot be recovered from Secutec.

15 Confidentiality

15.1 Secutec and Customer shall have access to Confidential Information to fulfill their respective obligations as set forth in the Agreement. Secutec and Customer shall treat the Confidential Information of the other party as confidential and take reasonable steps to prevent unauthorized disclosure.

15.2 Confidential Information does not include: (i) information publicly known through means other than the receiving party; (ii) information lawfully in the receiving party's possession prior to disclosure; (iii) information disclosed by a third party without restriction; (iv) information independently developed by the receiving party, as evidenced in writing.

15.3 Any obligations relating to the notification of Personal Data Breaches shall be governed exclusively by the applicable Data Processing Agreement.

16 Force Majeure

16.1 Neither party shall be liable for any delay in performance or failure to perform its obligations under the Agreement if such delay or failure results from a Force Majeure event. A Force Majeure event means any circumstance beyond the reasonable control of the affected party which prevents or renders the performance of its obligations impossible or unreasonably burdensome, to the extent such event is not attributable to the affected party.

16.2 Force Majeure events shall include, without limitation: natural disasters, fire, floods, pandemics, war, terrorism, strikes, governmental actions, failures of electricity or telecommunications networks, internet outages, widespread cyber incidents (including large-scale cyber-attacks or vulnerabilities beyond Secutec's control), and failures or interruptions of third-party suppliers or service providers upon whom Secutec reasonably relies for the provision of its Services.

16.3 The party invoking Force Majeure shall notify the other party in writing as soon as reasonably possible, specifying the nature of the Force Majeure event and, where possible, its expected duration.

16.4 The obligations of the affected party shall be suspended for the duration of the Force Majeure event, without any liability for damages.

16.5 If the Force Majeure event continues for more than sixty (60) days, either party shall be entitled to terminate the Agreement in whole or in part by written notice, without liability.

17 Other Provisions

17.1 Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

17.2 Notices

Secutec and Customer may send notices and other official communications under these Terms electronically to the e-mail addresses they customarily use in their communications with each other. All notices to such e-mail addresses shall be deemed received when sent, provided that no notice of delivery failure is received.

17.3 Non-solicitation

The Customer shall not, during the term of the Agreement and for a period of twelve (12) months thereafter, directly or indirectly solicit or engage any employees or independent contractors of Secutec. In case of breach, the Customer shall owe Secutec a lump sum compensation equal to twelve (12) months of the gross remuneration of the person concerned, without prejudice to Secutec's right to claim higher actual damages.

18 Governing Law and Competent Court

18.1 Applicable Law

Belgian law applies to the interpretation and execution of these Terms and Conditions.

18.2 Competent Court

All disputes fall under the exclusive jurisdiction of the courts of Antwerp (Belgium).