END USER LICENSE AND SERVICE ACCESS AGREEMENT

This End User License and Service Access Agreement, ("Agreement") is a binding agreement between TKH Security B.V., a Dutch company, with its corporate registered address located at Werner von Siemensstraat 7, 2712 PN Zoetermeer, The Netherlands. Registered at the Dutch Chamber of Commerce with registration number 30191139 ("**TKH Security**") and the individual that clicks the "I Agree" button at the end of this Agreement ("**User**"). User and TKH Security enter this Agreement because TKH Security already has entered into a certain Software License Agreement (the "**Definitive Agreement**"), either with User's employer or another person or entity that has acquired goods and services from TKH Security ("**Customer**") and such Customer has authorized User to use, or access said goods and services.

TKH Security provides the software and access to certain TKH Security services (including access to software provided as a service) to the User ("you" or "User") solely on the terms and conditions set forth herein, and subject to the additional terms of the definitive agreement which bind Customer. The software and services are provided to you on the condition that you accept and comply with the terms of this agreement and Customer's continued compliance with the definitive agreement. By clicking the "accept" button that appears at the end of this agreement you (a) accept this agreement and agree that you are legally bound by its terms, and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement and (ii) you have been authorized to access the software and services by Customer of TKH Security. If you do not agree to the terms of this agreement, you should not indicate your agreement by clicking below, and you are not authorized to download or use the software or access the services.

1.   LIMITED LICENSE GRANT AND ACCESS RIGHTS. Subject to the terms and conditions of this Agreement and the Definitive Agreement TKH Security hereby grants to User a non-exclusive, non-transferable, non-sublicensable, revocable right and license during the term of the Definitive Agreement to: (a) use and execute the ATLAS Access Mobile and Web App(s) ("**App**") identified in the Definitive Agreement for User's personal purposes only; and (b) to access additional TKH Security software hosted remotely by TKH Security as a service ("**Services**"). The specific Software and Services User is granted limited rights to use and access hereunder are specified in the Definitive Agreement.

2.   **LIMITATIONS ON LICENSE AND USE OF SERVICES; RESERVATION OF RIGHTS AND CUSTOMER REPRESENTATIONS AND WARRANTIES**

2.1   **No Implied Licenses or Other Authorizations**. User acknowledges that, except as expressly stated in this Agreement, User receives no other right, authorization or licenses under this Agreement and all such rights are reserved to TKH Security. User acknowledges that, as between the Parties, TKH Security owns all intellectual property rights and proprietary interests that are embodied in the Software, Services and Documentation.

2.2   **User Representations Regarding Use of Software and Access to Services**.

(a)   User agrees not to act outside the scope of the rights that are expressly granted by TKH Security in this Agreement. Specifically, User represents that it shall not:

   (1) use the Services, any Software or Documentation in any manner that is inconsistent with this Agreement;

   (2) authorize access to or permit use of the Services, the Software or Documentation by persons other than User;

   (3) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's or User's rights under the licenses and authorizations granted in this Agreement;

(4) modify or create any works comprised of, consisting or based upon all or any portion of the Software, Services, or Documentation;

(5) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the SaaS Services or the Base Software and any underlying software is compiled or interpreted, and User hereby acknowledges that nothing in this Agreement shall be construed to grant Customer or User any right to obtain or use such source code;

(6) access or use the Software, Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any third party, or that otherwise violates any law applicable to the access or use of the Services or Documentation;

(7) use, copy, reproduce, display, edit or publish the Software or Documentation except as expressly agreed herein;

(8) allow any third party to use or access the Services or the Software on an application service provider ("ASP") basis for its or their own ASP or software-as-a-service offering;

(9) create Internet "links" to the Services or copy, "frame" or "mirror" the Services (or any part thereof) on any other server or wireless or Internet-based device;

(10) access the Software or Services (or any part thereof) for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, or in order to build a competitive product or service;

(11) perform penetration testing of TKH Security's web site and/or the hosted environment for the Services, or other web application to (i) identify security weaknesses or to find security vulnerabilities that may be subject to attack or other exploitation, including gathering information about the target before the test, identifying possible entry points, attempting to break in -- either virtually or for real -- and reporting back the findings, or (ii) test TKH Security's security policy, its adherence to compliance requirements, its employees' security awareness and its ability to identify and respond to security incidents; or

(12) use or allow any other person or entity to use the Software, or Services to:

(A) send "spam" or unsolicited messages in violation of applicable laws;

(B) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights;

(C) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or

(D) modify, interfere with or disrupt the integrity or performance of the Services (including the data contained therein); or

(E) attempt to gain or permit unauthorized access to the hosted environment, the Services or TKH Security's (or its agents') systems or networks;

(F) upload, post, store, view, transmit, distribute or otherwise publish through the Services any content that (i) restricts or inhibits any other person from using and enjoying the Services or the Software, (ii) is unlawful, threatening, harassing, abusive, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, invasive of another's privacy, hateful, tortious or indecent; (iii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law; (iv) violates, plagiarizes, or infringes the rights of third parties, including, but

not limited to, intellectual property rights, rights of privacy or publicity or any other proprietary rights; (v) contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other harmful components that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, (vi) constitutes or contains false or misleading indications of origin or statements of fact; or (vii) would harm minors in any way.

2.3   **License Control.** User acknowledges and agrees that (i) the Software including the software that is delivered as part of the Services may contain code or require devices that detect or prevent unauthorized use of the Software and/or that will disable the Software if it so detects unauthorized use.
User shall not avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that TKH Security may include, require or establish with respect to the Software or the Services.

2.4   **Suspension or Termination of Use of Software and/or Services.** TKH Security may, directly or indirectly, and by use of any lawful means, suspend, terminate, or otherwise deny User's access to or use of all or any part of the Software, Services, and Documentation, without incurring any resulting obligation or liability, if: (a) TKH Security receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires TKH Security to do so; or (b) TKH Security believes, in its good faith and reasonable discretion, that: (i) User has failed to comply with any material term of this Agreement, or accessed or used the Software, Documentation or Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or the Definitive Agreement; (ii) Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Software or the Services; or (iii) this Agreement expires or is terminated. This Section does not limit any of TKH Security's other rights or remedies, whether at law, in equity, or under this Agreement.

3   **ACCESS AND SECURITY; PRIVACY**

3.1   **User Credentials.** User is exclusively responsible for maintaining the security and integrity of his/her user credentials used to access the Services, Software and Documentation and shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to protect against any unauthorized access to or use of the User's access credentials.

3.2   **Data Protection.** The use of the App implies the processing of certain personal data of the User as is described in TKH Security's Privacy Policy.

3.3   **User Notices.** TKH Security reserves the right, and User expressly agrees that TKH Security may notify User of the Services of important announcements regarding the operation of the Services and other announcements related to the Service and User therefore accordingly agrees: (a) to receive such notices; and (b) that the User will not have the option of opt out of receiving such notices.

4   **FEES**

4.1   User expressly acknowledges and agrees that continued use of and access to the Software, Services and Documentation is dependent on Customer payment of fees set out in the Definitive Agreement. Subject to the terms of the Definitive Agreement, TKH Security is entitled to suspend or terminate User's use of the Software, Services and Documentation if Customer fails to make timely payment of Fees**.**

5   **REPRESENTATIONS; DISCLAIMER OF WARRANTIES**

5.1   User represents that he/she has been duly authorized by Customer to access and use the Software, Services and Documentation hereunder.

 5.2   **DISCLAIMER.** The services, software, documentation, and all other products and services performed or provided by TKH Security are performed and provided "as is," and TKH Security disclaims any and all promises, representations and warranties, whether express or implied, including, but not limited to, any implied warranties of

Merchantability, fitness for a particular purpose, non-infringement, quiet enjoyment, system integration and/or data accuracy. TKH Security does not warrant that the services, software, documentation, and all services performed by TKH Security will meet customer's or user's requirements or that the operation of the services, software, documentation, and all services performed by TKH Security will operate in customer's, user's or any computer environment, be uninterrupted or error-free, or that all errors will be corrected.

6   INDEMNIFICATION

6.1   **User's Indemnity Obligations**. User agrees to indemnify, defend and hold harmless TKH Security from and against any and all losses, liabilities, costs, expenses (including reasonable attorneys' fees) or damages resulting from any claim by any third party based upon or arising from (a) User's gross negligence or willful misconduct; (b) User's infringement, misappropriation or violation of any third-party proprietary right, including copyright, patent, trade secret, right of publicity, right of privacy, and trademark rights, or other violation of rights arising from the use of the Software or Services by User.

7   DISCLAIMER OF LIABILITY

7.1   In no event will TKH Security or any of its service providers engaged in connection with the software or services contemplated for use herein be liable to you for any use, interruption, delay, or inability to use the software, documentation or service. You are provided the software, services and documentation pursuant to the definitive agreement between TKH Security and customer, solely for the benefit of customer and at customer's discretion. You acknowledge that you have no rights under the definitive agreement including any rights to enforce any of its terms. Any obligation or liability TKH Security or any of its service providers, may have with respect to your use or inability to use the software, services or documentation shall be solely to customer pursuant to that agreement and subject to all limitations of liability set forth therein.

8   TERM AND TERMINATION

8.1   **Term of Agreement**. This Agreement shall become effective when the User indicates its agreement to the terms and conditions hereof and, except as specified herein, will remain in effect for the shorter of a) the length of the term (or any renewal term) of the Definitive Agreement, or b) the length of time that User is a duly authorized User designated by the Customer. TKH Security reserves the right to terminate this Agreement if User breaches any term or condition of this Agreement.

8.2   **Consequences of termination**. Effective immediately upon expiration or termination of this Agreement, all access rights and licenses granted under this Agreement will become void, and User shall have no continuing rights to use any Confidential Information.

9   MISCELLANEOUS PROVISIONS

9.1   **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, which shall be deemed to be the proper law hereof, without reference to its conflict of laws principles. Any disputes arising between the User and TKH Security shall be exclusively subject to the jurisdiction of the competent court in The Hague (Den Haag), the Netherlands.

9.2   **Entire Agreement**. The Parties agree that the provisions of this Agreement shall constitute the entire agreement between them regarding the matters addressed in this Agreement. All prior agreements (if any) between TKH Security and User, whether written or oral, are superseded by this Agreement.

9.3   **Enforceability**. Even if the law will not enforce a provision of this Agreement in a particular instance, the Parties intend to remain bound by the other, enforceable provisions. If the unenforceable provision could be interpreted in a manner that would render it enforceable, while still reflecting the Parties' mutual intent, they intend for that interpretation to apply. If permitted by law, the Parties also intend for the provision that cannot be enforced in that instance to remain applicable in any other instances when it can be enforced.

9.4　**Waivers**. Even if a Party fails to enforce its rights under this Agreement in a particular instance, the other Party must still perform its duties in that instance unless the non-enforcing Party physically signs a paper that expressly waives its rights in that instance, and any such waiver only applies to the particular instance and particular rights expressly waived.

9.5　**No implications of section titles**. The titles to each of the sections of this Agreement are intended only to facilitate convenient reference; the Parties agree that those titles are not part of the Agreement and should not be used to interpret any part of this Agreement.

9.6　**Execution of Multiple Copies**. If the Parties sign multiple copies of this Agreement, they intend that all of those copies will be considered original copies, but together all of those copies represent only one contract.

9.7　**Force Majeure**. No Party hereto shall be liable nor deemed to be liable to the other party for failure or delay in meeting any obligation hereunder due to strikes and/or lockouts (whether of their own employees or those of others and whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees responsible for such action), Acts of God, war, fire, flood, embargo, litigation, pandemic or similar scope of spread of infectious disease, acts of government or any agency instrumentality or any political subdivision thereof or any other cause beyond the control of the party which had the duty to perform.

By clicking ACCEPT below User indicates he or she has read and accepts the terms and conditions of this Agreement, as set out above, and agrees that these terms shall be binding as between User and TKH Security.

I ACCEPT　　　　　　　　　　　　　　**I DO NOT ACCEPT**