

END USER LICENSE AGREEMENT
BOWTIEXP, INCIDENTXP and AUDITXP
CGE RISK MANAGEMENT SOLUTIONS B.V. (“CGE”)

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- 1.1 Subject to all the terms of this Agreement, CGE grants you a limited, non-exclusive, non-sublicensable, non-assignable, non-transferrable license to install and use the Software provided to you by CGE. This license is at all times conditional to your payment of the applicable license fees, except in the event CGE has granted you a temporary, free trial license. The licenses and any applicable restrictions may differ depending on the specific Software product involved, as set forth in this Agreement.
- 1.3 **BowTieXP, IncidentXP and AuditXP Licenses**
 - 1.3.1 You may install and use the Software on a single computer or other device and install an additional copy of the Software on a second, portable device. The use of this additional copy is exclusively restricted to the primary user of the first licensed copy of the Software.
 - 1.3.2 You may install and use your licensed copy of the Software on a file server for use on a private network and allow one access device per user license to access and use the Software over this network. Each additional access of the Software stored on this private network device requires a separate license from CGE, notwithstanding the provisions on remote assistance in article 1.3.3.
 - 1.3.3 The access and use of your licensed copy of the Software is permitted for other devices than your own access device for the sole purpose of providing you with technical support and maintenance services (remote assistance).
 - 1.3.4 You may access and use your licensed copy of the Software by using remote access technologies (such as remote desktop features). This access and use with a remote access device is exclusively restricted to the primary user of the device hosting the desktop. It is however not permitted to use the Software on both the device hosting the remote desktop session and the access device at the same time.
 - 1.3.5 The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.
 - 1.3.6 If you are not using a licensed copy of the Software, you are not allowed to install the Software or any future Software updates.
 - 1.3.7 You may transfer your rights under this Agreement to another end user, provided it is a permanent transfer and provided you transfer this Agreement including this license, the Software and any related documentation, to a party who agrees to accept the terms of this Agreement.

Immediately after the transfer: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control and 4) you will inform CGE of the transfer of this license.

Article 2 Restrictions of use

- 2.1 Except as expressly permitted in this Agreement or by applicable law, you agree not to reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make available (including by rental, Software-as-a-Service models or otherwise), make copies, create derivative works from, distribute or provide others with the Software in whole or in part.
- 2.2 You may transfer your copy of the Software from the device where it was originally installed to a different device. Immediately after the transfer, you must completely remove the Software from the former device.
- 2.3 In order to be able to verify that you have a licensed copy of the Software, the Software contains product activation technology which is designed to protect the Software against unlicensed use. In order to be able to activate your copy of the Software, you should follow the instructions that are presented to you during the installation and launch sequence. You may need to reactivate the Software if you modify your computer hardware or operating system or alter the Software.
- 2.4 You may not interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies or regulations of networks connected to the Software.
- 2.5 Your rights under this Agreement will terminate automatically without prior notice from CGE if you materially fail to comply with any terms of this Agreement and CGE will be entitled to pursue any appropriate legal remedies. In such case: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control.
- 2.6 Because the usage right is coupled to an obligation to pay, CGE has the right to perform an audit to verify your compliance with these license terms. The audit shall be performed by an independent third party (such as a chartered accountant) in confidence. The auditor may only report the data relevant for the compliance verification to CGE. The costs of the audit shall be borne by CGE, unless the report reveals that you have failed to pay the right license fee.

Article 3 Your representations, warranties and indemnification

- 3.1 You represent and warrant that you have the legal right to enter into this Agreement and to comply with its terms; you will use the Software for lawful purposes only and in accordance with this Agreement and all applicable laws and regulations; you will not attempt to overcome any technical protection methods or security measures with respect to the Software; and you will always provide complete and accurate information as requested by CGE.
- 3.2 You indemnify and hold harmless CGE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and suppliers, such as but not limited to IP Bank, against any third party claims and all related liabilities, damages, settlements, penalties, fines, costs and expenses incurred by CGE or said parties arising out of or relating to your breach of any provision of this Agreement and/or any applicable laws and/or rights of third parties and/or use or misuse of the

Software.

Article 4 Disclaimer of Warranties

- 4.1 **Complex Software.** The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions. Therefore the Software is provided “as is” and there are no warranties, claims or representations made by CGE, either express, implied, or statutory with respect to the Software, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. CGE does not represent or warrant that the Software will always be available, reliable, accessible, uninterrupted, timely, secure, accurate, complete or error-free. Because of this, CGE allows all prospective customers to test / trial the software and examine its performance before purchasing licenses.
- 4.2 You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment(s).
- 4.3 CGE is prepared to provide you with support in accordance with a separate maintenance agreement to be agreed upon. Contact CGE for details. Without such an agreement CGE is under no obligation to provide you with any support for the installation and use of the Software.

Article 5 Limitation of Liability

- 5.1 The entire liability of CGE, its affiliates, parent companies, subsidiaries, officers, directors, employees, agents or its suppliers, such as IP Bank, on whatever ground, including product liability, tort, contractual liability, and breach of warranty, shall be limited to direct damages, to the amount of fees actually paid by you for the use of the Software in the year the damaging event occurred, up to a maximum of 50.000 euro.
- 5.2 Lost profit, lost or damaged data, lost goodwill, and any other types of indirect damage cannot be recovered under this Agreement.
- 5.3 The limitations of liability contained in this article 5 shall not apply to the extent that the damage is the result of willful misconduct or gross negligence by the management of CGE.
- 5.3 In order to qualify for any compensation by CGE, you must notify CGE in writing of your loss or damage as soon as possible after it has occurred. Any claims for damages against CGE shall expire by the mere passage of twenty four months from the date on which the claim arose.

Article 6 Changes to or suspension of use of the Software

- 6.1 CGE reserves the right to modify, alter and/or improve the Software, resulting in a new and improved version. CGE has no obligation to make available to you any subsequent versions of the Software, unless explicitly agreed as part of a support and maintenance agreement.
- 6.2 To use updates to the Software, you must first be licensed for the Software identified as eligible for the update. After installing the update, you are required to cease the use of the original Software which formed the basis of your eligibility to update, except as part of the update Software.
- 6.3 Only a valid support and maintenance agreement with CGE with respect to the Software gives you any entitlement to free updates of the software.

Article 7 Intellectual Property

- 7.1 The Software is protected by intellectual property rights (including, but not limited to copyrights and trade mark rights), pursuant to intellectual property laws. Title to and ownership of the Software are and shall remain the exclusive property of CGE and its suppliers, and except for the limited license to use the Software granted to you. CGE reserves all right, title and interest in and to the Software. This Agreement does not imply any transfer of intellectual property rights to you. You are not allowed to remove from and change in the Software any designation or sign concerning or including copyrights, trademarks, trade names or other intellectual or industrial property rights of CGE and/or its suppliers, such as IP Bank.
- 7.2 You acknowledge that any unauthorized copying or unauthorized use of the Software or intellectual property rights constitutes a violation of this Agreement and applicable intellectual property laws and is strictly prohibited.

Article 8 Third party websites

- 8.1 CGE may at times provide links to third party websites. These third party websites are not under control of CGE and CGE does therefore not have any responsibility or liability for any information, data, communications or materials available on third party websites.

Article 9 Termination

- 9.1 This Agreement will be effective from the date that you accept the terms and provisions of this Agreement by installing, copying or using the Software, or any other action indicating your consent to this Agreement.
- 9.2 You have the right to terminate this Agreement at any time, under the conditions of this Agreement. Your termination of this Agreement shall not grant you any right to a refund of any amounts paid for your license.
- 9.3 Upon termination of the Agreement for any reason: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease and desist any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you shall destroy all copies of the Software that are in your possession or under your control.

Article 10 Support and maintenance

- 10.1 In the event you and CGE have entered into a support and maintenance agreement, you will be entitled to:
- 1) Support by the helpdesk through the contact details specified in the support and maintenance agreement;
 - 2) Bug fixing as specified in the support and maintenance agreement;
 - 3) Free updates and free upgrades of the Software within your license level.
- 10.2 All services under the support and maintenance agreement will be provided on a best efforts basis, without any guarantees as to any results.
- 10.3 Unless explicitly stated otherwise in the support and maintenance agreement, the support and maintenance agreement will be valid for the term of one (1) year, and will automatically be renewed for subsequent terms of one (1) year, unless one of the parties terminates the support and maintenance agreement by written notice against the end of the then current term, taking into

consideration a notice period of at least two (2) months.

Article 11 Miscellaneous

- 11.1 The terms set forth in this Agreement constitute the final, complete, and exclusive Agreement with respect to the Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, contemporaneous oral agreement or any consistent additional terms.
- 11.2 All provisions which must survive in order to give effect to their meaning, shall survive any expiration or termination of this Agreement, including without limitation all of your representations, warranties and indemnification obligations.
- 11.3 Should any part of this Agreement be held invalid by any court or tribunal, such invalidity shall not affect the validity of any remaining part, which will remain in full force and effect as if this Agreement had been executed without that part having been held to be invalid.
- 11.4 Whenever a new version (or patch) of the Software is released, it may be supplied with a new or modified End User License Agreement, which must be accepted in its entirety by the Licensee in order to become authorized to use the new version, without any further notification of the changes being required. If you have the right to receive new versions as part of a support and maintenance agreement, and you refuse to accept the (modified) terms applicable to the new version, you may terminate your support and maintenance agreement. This will not entitle you to a refund of any support and maintenance fees.
- 11.5 This Agreement as well as all disputes arising out of or in connection with this Agreement shall be governed by the laws of the Netherlands, without regard to any conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in The Hague, The Netherlands.

Article 12 Additional terms as per DNV (if BSCAT is licensed)

- 12.1 As between Licensee and Supplier all intellectual property rights to the Software, databases, content, methods or other materials provided under the Agreement, in that regard, shall be held solely by the Supplier or its licensors. Licensee acknowledges and accepts that this Agreement grants no title or right to such. Licensee is granted a non-transferable and non-exclusive license to use the Programs provided the terms of this Agreement are fulfilled and the Agreement is not terminated. Licensee's rights are limited to those expressly granted in this Agreement or a Schedule.
- 12.2 The Licensee may only use the Software for its own internal purposes. The Licensee accepts that any use of the Software to offer services such as consulting, auditing and training, whether free of charge or chargeable to third parties is an infringement of Supplier's and/or its licensors' proprietary rights to the Software and the content embedded in the Software. Third parties in respect of this Article shall mean legal entities which are owned by less than 50% by the Licensee.
- 12.3 The content and method embedded in the Software, the Method Manual and the User Manual are copyright protected and the Licensee may not copy, print, modify, remove, delete, augment, add to, publish, transmit, sell, resell, create derivative works from, or in any way exploit any of the the Software and/or the Method Manual and/or the User Manual, content or methods in whole or in part and Licensee may not aid others to do so, unless otherwise explicitly agreed in writing.
- 12.4 These provisions shall survive the termination or non-renewal of this Agreement, and Licensee

shall continue to be bound hereto.

- 12.5 Licensee may not bring any claims against Supplier and/or its employees, subcontractors, consultants, partners and third party suppliers of programs or program components (collectively referred to as "Indemnities") under this Agreement. It is particularly noted that the Indemnities undertake no liability for any damage or loss, directly or consequentially, which may arise due to errors or limitations in the Programs, or for any other reason in connection with the use of the Programs or the use of results obtained by means of the Programs.
- 12.6 Licensee hereby agrees to defend, indemnify and hold the Indemnities harmless from and against any claims, costs and expenses relating to personal injury or death of any person or for damage to or loss of any property which may arise out of results from use of the Programs by or on behalf of Licensee irrespective of whether personal injury, death, damage or loss is caused by or contributed to by the Indemnities.
- 12.7 Supplier shall indemnify Licensee against any claims from third parties for breach of proprietary rights and copyrights.
- 12.8 Except in relation to the indemnification obligation related to breach of proprietary rights and copyrights described in the preceding paragraph, the maximum aggregate liability of Indemnities pursuant to this Agreement and according to law, shall be limited to the License Fee.