

Software and Services Subscription Agreement

These Terms of Service constitute a legally binding agreement made between you, (“**Customer**”) whether personally or on behalf of an entity (“you”) and 3CORESec (“**Service Provider**”) (3CSEC - IT INFRASTRUCTURE SECURITY UNIPessoal LDA) (“we,” “us” or “our”), concerning your access to and use of the Software as a Service (SaaS) *lawmaker.cloud*, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). Service Provider and Customer may together be also referred to as the “Parties” or individually as the “Party”.

Service Provider intends to grant **Customer** the right to use the Software through a subscription service and **Customer** intends to subscribe to such Software.

BY ACCEPTING THIS AGREEMENT, EITHER BY PRESENTING AN ORDER FORM (AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT OR ACCESSING AND/OR USING ANY OF THE SERVICES (AS DEFINED BELOW), CUSTOMER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Definitions

- 1.1 **Add-On Services** means a new and/or additional functionality packages in form of separate modules to the Services, or integrations or connection applications with other third party software applications;
- 1.2 **Authorized Users** means any natural person that under the Client’s responsibility is authorized by Customer to use the Services according to the terms of the Agreement;
- 1.3 **Client** means the entity who has formally requested our product and services and has been identified as such in the **Order Form**
- 1.4 **Client Data** means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement;
- 1.5 **Confidential Information** means (a) the Software’s source code; (b) Customer Data; and (c) each Party’s business or technical information, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how;
- 1.6 **Customer Data** means the data or information provided to or uploaded by Customer or its Authorized Users in connection with the Services, including any description provided on any open field of the Software;



- 1.7 **Documentation** means the information made available by the Service Provider describing the methods for use of the Service, in the form of user documentation accompanying the Service and/or online help;
- 1.8 **Effective Date** means the date that the Agreement comes into effect, as indicated on the Order Form;
- 1.9 **Enterprise Access Code** means a group of access keys that Customer may acquire in order to provide access to multiple Authorized Users under the same Subscription Agreement;
- 1.10 **Service Period** means the service period for which the Customer has subscribed the Service within the options provided by the Service Provider of 30 days or 1 year subscription and any of the subsequent periods afterwards.
- 1.11 **Intellectual Property rights** means any registered or unregistered legal, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, database protection, patents and other proprietary rights issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto;
- 1.12 **Order Form(s)** means the electronic document provided by the Service Provider at <https://lawmaker.cloud> used by the Customer to request a subscription for the Services specifying the Services and the applicable Service Fees.
- 1.13 **Personal Data** means any information relating to an identified or identifiable natural person as defined in more detail in the General Data Protection Regulation ((EU) 2016/679 – “GDPR”), that Client processes in connection with the performance of the Agreement.
- 1.14 **Service** means the standard application functionalities delivered online, as well as Updates and Support, invoiced as a subscription and/or on a usage basis related to the Software Lawmaker;
- 1.15 **Service Period** means the period for which the Service will be provided or is expected to be provided;
- 1.16 **Subscription Fee** means the fees and charges to be paid by the Customer to the Service Provider from time to time, for the provision of the Service and use of the Software during a previously determined Service Period;
- 1.17 **Trial Version** means a version of the Lawmaker Software, to be used only to review, demonstrate and evaluate the Software for a limited time (“**Trial Period**”) period and with limited functionalities;
- 1.18 **Trial period** means the 7 day period starting from the “Effective Date”, provided for the User to review, demonstrate and evaluate the Trial Version of the Lawmaker Software;
- 1.19 **Updates:** means software that remedies defects in the Services and/or may include minor improvements of the Services;



- 1.20 **Upgrades** means new capabilities or functionalities of the Services related to the Software Lawmaker;

2. Acceptance of the agreement

- 2.1 You agree that by filling out and electronically submitting our Request Form for the Lawmaker Software (SaaS) through our site <https://lawmaker.cloud>, you will be electronically accepting our Terms of Service, that you hereby declare have read, understood, and agree to be bound by.
- 2.2 If you do not agree with all of these Terms of Service, then you are expressly prohibited from using the Site and you must discontinue use immediately.

3. The software (SaaS)

The *lawmaker.cloud* platform consists of a Software provided to the Customer through a web application in form of a software as a service solution. *lawmaker.cloud* allows the management of threat information rules, rulesets and thresholds for network intrusion detection software.

4. Effective date and trial version

- 4.1 The present Agreement takes effect on the **Effective Date** and remains in force for the Term of the Service, unless terminated earlier in accordance with this Clause.
- 4.2 The Customer shall be allowed to use a **Trial Version** of the Software for a period of 7 days ("**Trial Period**") after the Request Form for the Lawmaker Software (SaaS) is submitted;
- 4.3 The Customer may access the Lawmaker Software (SaaS) Trial Version for the agreed period, during which time all of the provisions of this Agreement shall apply, save as follows: (a) the Customer shall have no obligation to pay any Charges in respect of the Lawmaker Software (SaaS) Trial Version;
- 4.4 After the Trial Period has ended, the Customer will be given the possibility to access the full version of the Lawmaker Software (SaaS) choosing between the two existing **Service Periods** (30 day Service Period or 1 year Service Period) and after this period ends, for subsequent equal or different periods of time;
- 4.5 If the Customer chooses to continue using the Lawmaker Software (SaaS), after the Trial Period, the amount due for the Service Period will be deducted from his account using the requested method for payment;



- 4.6 The **Customer** will be able to Terminate the Subscription at any time, before the Service Period has ended. If the Customer chooses to terminate the Subscription before the end of the Service Period, the Service Provider will reimburse the Client for the amount corresponding to the number of days left until the end of the period;

5. Customer's use of the service

5.1 Customer Obligations.

- A. Customer shall assign the software access to its Authorized Users to enable registration, access and use of the Services according to the terms and conditions of this Agreement.
- B. Customer shall make his best efforts to prohibit any Authorized User to use any of the fields provided by the software with any information that is infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights, personal data or which disrupt the performance of the Service or the data contained therein.
- C. Customer must ensure that:
- D. its Authorized Users have entered complete and truthful information about its company and person within the registration process and, but not limited to, have not used any pseudonyms,
- E. its Authorized Users use the Service in compliance with the terms of this Agreement and;
- F. that its Authorized Users use reasonable efforts to prevent unauthorized access or use of the Service by employees not considered as Authorized Users or third parties, and to notify Service Provider promptly of any such unauthorized access or use.

5.2 Service Provider Obligations.

- A. Service Provider shall make the Software available to the **Customer** according to the terms and conditions of this Agreement and will have the right to amend the Services from time to time, provided that such amendments shall not materially diminish the overall Service.
- B. The Service Provider may also update and improve the Services from time to time; without any prior consent or notice to the Customer. Any such Updates are included in the Agreement.
- C. The Service Provider may also offer the **Customer** Upgrades and/or Add-On Services to the Services, these are not included in the present Agreement, and need to be ordered separately and paid for by **Customer**, where additional terms



and conditions may apply.

5.3 System Requirements.

- A. The use of the Services by the Customer requires certain system requirements, that the Customer hereby declares has been informed;
- B. The specification of system requirements does not form part of Service Provider's obligations under this Agreement and the Customer shall be solely responsible for obtaining any and all system requirements required to operate or use the Services.
- C. The Service Provider may change at his sole discretion the system requirements, for the use of the Services by the Customer.
- D. Service Provider is not responsible for problems, conditions, delays, failures and other loss or damages arising from Customer not complying with the system requirements and/or related to Customer's network connections, telecommunication links or caused by the Internet.

6. Subscription Fee and Payment

6.1 Subscription Fee.

- A Customer shall pay to the Service Provider in consideration for Service Provider providing the Services, the Subscription Fee as agreed upon in the Order Form.
- B The payment terms are set forth in the Order Form.

7. Proprietary Rights

- 7.1 The Software is licensed not sold. Services Provider shall retain ownership of all Software and all intellectual property rights relating thereto, including but not limited to copyrights, patents, trade secret rights, trademarks and any other intellectual property rights therein. Customer agrees that Services Provider may use and exploit without restriction any error reports, suggestions and other information provided by Customer or any Authorized User regarding the use of the Software and Documentation, acknowledging that Services Provider shall own any fixes, modifications, improvements and new versions made based on such information. All implied licenses are disclaimed and all rights not expressly granted herein are reserved to Services Provider.
- 7.2 Services Provider exclusively and unrestrictedly retains ownership, reserves all Intellectual Property Rights in the Services and grants to Customer rights to use the Services according to the terms and conditions of this Agreement.
- 7.3 Subject to the limited rights expressly granted hereunder, no rights are granted to Customer hereunder other than as expressly set forth herein. Customer reserves all



rights, title and interest in and to its data, other non-Service Provider software and other intellectual property to which Service Provider may from time to time have access while performing the Services.

- 7.4 Customer is for the Term of the Agreement granted the rights to access and use the Services as agreed upon in the Order Form.
- 7.5 Customer shall not (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Service available to any third party, other than to the Authorized Users; (ii) modify, copy or create any derivative works based on the Service; (iii) frame or mirror any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (iv) reverse engineer or decompile the Service or any part thereof unless permitted by applicable law; (v) access the Service in order to build any commercially available product or service; (vi) copy any features, functions, interfaces or graphics of the Service or any part thereof; or (vii) use the Service in any manner that exceeds the scope of use permitted herein.
- 7.6 As between Service Provider and Customer, Customer owns its Customer Data and (to the extent Customer Data contains personal data) is the responsible data controller (within the meaning of applicable data protection law) for such Customer Data. Service Provider shall not access Customer Data except to the extent: (i) necessary to respond to Service-related issues or other technical problems, (ii) necessary to provide such Customer Data to Authorized Users, (iii) as required to perform its obligations, (iv) necessary to perform the Services, (v) requested by the Customer in written form or (vi) as otherwise explicitly permitted by the terms of this Agreement (including its Exhibits) or by the Customer's explicit consent.
- 7.7 The Parties agree that Service Provider and/or Service Provider's affiliates may use Customer Data in anonymized form (i.e., in a form that cannot be linked to an individual Employee) in order to develop, maintain and improve the services and products of the Service Provider, to tailor products and services to Customer's needs and for market research purposes during the term of this Agreement and thereafter.
- 7.8 **Customer Input.** Customer herewith grants to Service Provider a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any of Customer's input, suggestions, enhancement requests, recommendations or other feedback in relating to the Services ("Customer Input"). Service Provider shall have no obligation to implement Customer Input into the Services.



8. Confidentiality

- 8.1 A Party shall not disclose or use any Confidential Information of the other Party for any purpose outside the scope of this Agreement, except with the other Party's prior written permission or as required by Law and permitted below.
- 8.2 Each Party agrees to protect the Confidential Information of the other Party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable degree of care and reasonable technology industry standards).
- 8.3 If a Party is compelled by Law to disclose Confidential Information of the other Party, it shall promptly provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other Party's cost, if the other Party wishes to prevent or contest the disclosure.
- 8.4 If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections hereunder, the other Party shall have the right, in addition to any other remedies available, to injunctive relief to stop such acts, it being acknowledged by the Parties that any other available remedies are inadequate
- 8.5 Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other Party; (ii) was known to a party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (iii) was independently developed by a Party without breach of any obligation owed to the other Party; or (iv) is received from a third party without breach of any obligation owed to the other Party.

9. Indemnification

- 9.1 Customer shall indemnify, defend and hold harmless Service Provider against any third-party claims and/or fines that are based on: (i) Customer's use of the Services; (ii) Customer's breach of an applicable data protection law; or (iii) Customer's Data and any other information or material uploaded or used together with the Services.
- 9.2 Service Provider shall reasonably cooperate in the defence of such claim, if requested by Customer, and Customer will reimburse Service Provider's reasonable out-of-pocket costs incurred in connection with such cooperation.
- 9.3 Service Provider shall apply best efforts to: (i) defend and/or settle any claim brought against Customer, based on infringements or violation of third party's intellectual property rights regarding the use of the software, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) has not infringed the present Terms; (b) gives Service Provider prompt written notice of such



claim; (c) permits Service Provider to solely control and direct the defense or settlement of such claim; and (d) provides Service Provider all reasonable assistance in connection with the defense or settlement of such claim. In addition, Customer may, at Customer's own expense, participate in defense of any claim presented by such third party.

10. Limited Warranty and remedies in case of Defects

- 10.1 Customer warrants to use the Services in accordance with the terms and conditions of this Agreement and that its use of the Service does not constitute non-compliance with any regulation or law.
- 10.2 Service Provider does not make any warranties, and expressly disclaims all other warranties, guaranties, conditions, and representations, whether oral or written, expressed or implied, or arising by usage of the Services, including, but not limited to, non-infringement, the merchantability of the Services, its fitness for a particular purpose, meeting Customer's requirements, or satisfactory quality.
- 10.3 Service Provider does not warrant that the Services will be provided uninterrupted or free of defects in material or title. Service Provider does not warrant that the Services do not cause any loss or damages resulting from the transfer of data over communication networks or facilities.
- 10.4 Customer shall notify Service Provider with undue delay of any alleged defects of the Service in writing with a description of the alleged defect and the Service Provider may decide, at its sole discretion, whether to cure a given defect by means of repair (e.g. workaround) or replacement delivery.
- 10.5 Customer may (i) request a reasonable reduction of the Subscription Fee for the Services or (ii), if Service Provider has failed to cure the same defect for two consecutive times within the reasonable time, either Party may terminate the Agreement with immediate effect.

11. Limitation of Liability

- 11.1 Service Provider's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows: (i) Service Provider shall be liable up to the amount paid by the Customer for the Service Period in course; (ii) Service Provider shall not be liable for damages due to a slightly negligent breach of any other duty of care applicable.



- 11.2 To the maximum extent permitted by applicable law, in no event shall either party be liable for indirect, punitive, consequential, or incidental damages (including damages for loss of revenue, business profits, data or anticipated savings or business interruption) however caused (including negligence) and whether or not the other party has been advised of the possibility of such damages.

12. Term and Termination

- 12.1 This Agreement enters into effect upon the Effective Date and shall be concluded:
- A. At the end of the Trial Version period if the Customer chooses not to access the full version of the Lawmaker Software (SaaS);
 - B. At the end of the requested Service Period, if the Client chooses not to renew the contract or purchase another Service Period.
- 12.2 Unless terminated by either party, the Agreement will be automatically renewed, for an equal period, or any other period selected by the Client, within the options provided by the Service Provider;
- 12.3 The Service Provider may ordinary terminate this entire Agreement with 2 days prior written notice and this termination shall not relieve Customer of the obligation to pay any Subscription Fee accrued or prior to the effective date of termination.
- 12.4 The Client may terminate this Agreement at any time, simply by unsubscribing to the Service.

13. General Provisions

- 13.1 The Parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
- 13.2 Unless otherwise set forth in this Agreement, all notices under this Agreement must be given at least in textual form (e.g. e-mail).
- 13.3 If any provision of this Agreement is illegal or invalid or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.4 No delay or failure by either Party in exercising any right under this Agreement shall constitute a waiver of that right.
- 13.5 We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change.



- 13.6 It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.
- 13.7 This Agreement shall be governed exclusively by the Laws of Portugal.

