

MASTER SERVICES AGREEMENT

1. Definitions

The following terms shall have the indicated meaning:

Customer	means the entity that desires to obtain a subscription-based license which gives the Customer the right to use Scaled Access Services.
Customer Data	means any data that Customer or any End User submits to the Platform for processing as part of the Services provided by Scaled Access.
Customer's Group	means Customer and its affiliated entities as defined by article 1:20 of the Belgian Code of Companies and Associations.
Confidential Information	means information that is disclosed by a Party (the Discloser) to the other Party (the Recipient), or which Recipient has access to in connection with this Agreement, that is identified by Discloser to be proprietary and confidential to Discloser or to a third party or is to be deemed confidential due to its nature.
Data Processing Agreement	means the 'Data Processing Agreement' document which is a separate document to the Masters Service Agreement.
End User	means any individual who has been authorized by Customer to use the functionalities of the Platform.
Data Protection Legislation	means the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the Regulation (EU) 2016/679/EC of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) entered into force on 25 May 2018.
Fees	means the fees payable by Customer as a consideration for the license to the Platform, and any other fees payable by Customer pursuant to a Purchase Order, as applicable.
Identity Provider/IdP	means a third-party service that is providing identity management and authentication capabilities. Customer can request Scaled Access to enable integration with a compatible IdP through a Purchase Order.
Intellectual Property Rights	refers to any and all trade secrets, patents and patent applications, industrial property rights, trade and service marks, trade and business names, copyrights, moral, design and database rights, domain names, know-how, rights in Confidential Information, in inventions and all other intellectual property and proprietary rights (whether registered or unregistered).
Partner	means a commercial reselling partner of Scaled Access, authorized to sell licenses for Scaled Access Services.
Parties	refers to Scaled Access and the Customer jointly.
Party	refers to Scaled Access and the Customer individually.

Purchase Order	means the written and mutually agreed sales purchase order executed between the Customer and Scaled Access, as applicable, describing any applicable Services as ordered by the Customer and including specific Fees as agreed with the Customer. The Purchase Order document is a separate document to the Masters Service Agreement.
Scaled Access	means the limited liability company (naamloze vennootschap or NV) incorporated, organized and existing under the laws of Belgium, with registered seat at Philippsite 5 box 1, B-3001 Leuven, Belgium, registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen) under enterprise number 0824.719.140 (LER Leuven). Scaled Access offers a next generation, cloud based authorisation platform, offered as a software-as-a-service.
Service Level Agreement	means the 'Service Level Agreement' document which is a separate document to the Masters Service Agreement.
Services	means the Platform service as made available by Scaled Access, as well as any advisory, integration, operational and support services delivered by Scaled Access to Customer and identified in a Purchase Order.
Target Service Level	means the target levels of Services performance specified in the Service Level Agreement.

2. Services and License

Scope

This Agreement shall govern all Services provided by Scaled Access to Customer, including the use of the Platform by Customer.

Licence

Subject to the terms and conditions of this Agreement, Scaled Access grants to Customer, during the Term, a renewable, non-exclusive, non-transferable, non-assignable, worldwide, right to access and use the Platform, as made available to Customer by Scaled Access for its own internal business purposes, and to install, access, use and operate the Platform, and make the Platform available to its End Users, and in strict accordance with this Agreement (the **License**).

During the Term, Scaled Access will provide access to Customer to standard support Services and product documentation.

Sublicensing within Customer's Group

The License can be sub-licensed within Customer's Group exclusively. Customer shall notify Scaled Access within a period of thirty (30) calendar days of (i) its intent to proceed with the sublicensing of the License within Customer's Group, (ii) the number of additional licensees and (iii) any other operational or other implications resulting from such sublicensing.

Parties agree that any form of sublicensing of the License within Customer's Group can be made conditional to the agreement on new commercial terms relating to the sublicensing of such License which will need to be agreed upon between Parties through a separate agreement in writing.

In any event, the restrictions on the use of the Platform, and any associated documentation should be complied with by each and every member of Customer's Group in the event of sublicensing of the License.

License to End Users

Subject to the timely payment of the Fees by the Customer, Scaled Access will grant to the End Users a restricted, personal, non-exclusive, non-transferable, non-assignable, worldwide license, without the right to sub-license. Customer acknowledges and agrees that Scaled Access can only grant a license and shall only deliver access to those End Users that use the Platform in a responsible manner and in full compliance with this Agreement. The Customer shall be responsible for ensuring that all End Users are made aware of the terms of this Agreement relevant for their use of the Platform and that they comply with the terms of this Agreement.

3. Customer Responsibilities

Collaboration

Parties undertake to answer any questions asked by the other Party to assist the latter Party to execute its undertakings under this Agreement. In general, Parties undertake to collaborate in an efficient, professional and constructive manner and to collaborate in the performance by Scaled Access of the Services.

Customer Information and Access

Customer understands and agrees that the Services may include advice and recommendations to Customer, but all decisions in connection with the implementation of such advice and recommendations by Customer shall remain the sole responsibility of Customer.

In connection with the Services, Scaled Access shall be entitled to rely on all decisions, specifications and approvals provided by, or on behalf of Customer.

Customer accepts and acknowledges that Scaled Access shall not be held liable to the extent that such liability arises due to unauthorised access in case of inaccuracies in the specification of the Purchase Order. Customer shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Scaled Access for purposes of the performance by Scaled Access of the Services.

In view of this, Customer and its End Users are responsible for obtaining and maintaining their internet access to the Scaled Access subscription service. Customer is responsible for acts and omissions of its End Users relating to this Agreement.

Customer Account

Customer will designate a point of contact for managing their relationship with Scaled Access and the acquired Services. Customer is responsible for safeguarding and managing their End User base and the authentication credentials for its users.

Customer is responsible for all activities that occur through the use of the Platform and services, except for cases when Scaled Access is not respecting their obligations as described in this Agreement.

Customer Testing

When Customer conducts any tests on its infrastructure which have functional impact on the Platform, they must comply with testing policies of Scaled Access. Customer must not conduct any penetration testing or load testing on the Platform without prior written consent from Scaled Access. If deemed necessary for protecting the security and integrity of the platform and its components, Scaled Access may terminate any testing of the Platform at any time.

4. Scaled Access Responsibilities

Professional standards

Without prejudice to Customer's responsibility for the implementation of any advice and/or recommendation made by Scaled Access, as set forth in the preceding section, Scaled Access is responsible for applying professional standards when providing advice and recommendations to

Customer and guarantees its expertise. It is understood however that any advice and/or recommendation given by Scaled Access to Customer shall always be based on information, content and requests provided by Customer to Scaled Access and for which Scaled Access cannot be held liable. Further, Scaled Access will not be liable for any changes of circumstances or assumptions of any nature (operational, economical, legal, regulatory and others) following the date on which the advice and/or recommendation was given by Scaled Access to Customer.

Target Service Levels

Scaled Access shall use reasonable commercial efforts to meet the Target Service Levels as set forth in the Service Level Agreement.

Technology Evolution Acknowledgement

Customer acknowledges that the Platform can be extended to other third-party technologies and standards. Identity and access management technologies evolve over time and Customer commits to write its own software code to enable continuity of service between its applications and the Platform.

Scaled Access reserves the right to make, in its sole discretion, changes and updates to the functionality of the Platform from time to time, subject to the provisions of the Service Level Agreement.

Identity Providers Services

The Platform includes functionality that enables the Customer to connect with certain IdP services or sites, via public facing APIs provided and controlled by the IdP.

Under this Agreement, any authentication information transmitted to or accessed by the Platform from an IdP is considered Customer Data.

If an IdP modifies its APIs or infrastructure so that they no longer interoperate with the Platform, or it imposes requirements which cannot be reasonably addressed by Scaled Access, then Scaled Access will notify the Customer and suspend integration and service between the Platform and the concerned IdP or sites, without liability to Customer.

Scaled Access has no responsibility for the acquisition, development, implementation, operation, support, maintenance or security of any IdP.

5. Intellectual Property Rights

Customer Data

Customer retains all of its Intellectual Property Rights, title and interest in and to the Customer Data and Customer Confidential Information. No ownership interest in the Customer Data or Customer Confidential Information is transferred or conveyed to Scaled Access by virtue of this Agreement.

Customer grants to Scaled Access a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to use, copy, store, transmit and display the Customer Data to the extent necessary to perform its obligations under this Agreement, in particular to provide and maintain the Services, and for no other purposes

Services

The Services, including all copies, improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights and other proprietary rights relating thereto or embodied therein, are and remain the exclusive property of Scaled Access and its licensors.

Customer acknowledges and agrees that (i) Scaled Access shall own all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Services and (ii) Scaled Access may employ, modify, disclose, and otherwise exploit the Platform or any other Services including, without limitation, providing services or creating programming or materials for other Customers.

All rights in and to the Services not expressly granted to Customer in this Agreement are reserved by Scaled Access. No license is granted to the Customer except as to use of the Services as expressly stated

herein. Scaled Access' name, logo, and the product names associated with the Services are trademarks of Scaled Access or third parties, and they may not be used without Scaled Access' prior written consent, which consent shall however not be unreasonably withheld.

Restrictions

Within the limits of the applicable law and unless agreed otherwise in this Agreement, Customer agrees that it is not permitted and will not, and will not permit any of its employees or other party:

1. sublicense (other than within the Customer's Group), lease, rent, loan, distribute, or otherwise transfer or make the Platform available to any third party; nor,
2. reverse engineer, decompile, disassemble or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of any Platform; nor,
3. modify, adapt, alter, translate, copy or make derivative works based on the Platform or any part of the Platform; nor,
4. otherwise use the Platform or any component thereof in any manner that exceeds the scope of use permitted hereunder; nor,
5. alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Platform and associated documentation; nor
6. remove or in any manner circumvent any technical or other protective measures in the Platform; nor,
7. use the Platform to conduct or promote any illegal activities; nor,
8. intentionally distribute any virus, or other items of a destructive or deceptive nature or use the Platform for any unlawful, invasive, infringing, defamatory or fraudulent purpose.

Customer will use the Platform in compliance with the associated documentation. Customer may not provide any parts of the Platform to any third party.

6. Confidentiality

Protection

Confidential Information may be disclosed in written or other tangible form or by oral, visual or other means. Confidential Information of Scaled Access includes, without limitation, all information concerning the Services and the Platform disclosed hereunder that is not within any of the exceptions set forth in the section "Exceptions" below. This includes the Platform source code and Scaled Access' processes, techniques and know-how related to identity and access management. It also pertains to documentation, pricing or any financial information, marketing, roadmaps and business plans, information security data, certifications and personal data of Scaled Access employees. Confidential Information of Customer includes Customer strategic documentation and processes, systems architecture, marketing and business plans, financial information, information security data, information pertaining to Customer's partners or suppliers and personal data of Customer's employees.

Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement and will disclose the Confidential Information of Discloser only to the employees, contractors or advisors of Recipient who have a need to know such information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder.

Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Except as provided herein, Customer shall not allow any access to Scaled Access Confidential Information to any third party. The Parties agree that any actual or threatened breach of this section will constitute

immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

Exceptions

Recipient's obligations under the previous section with respect to any Confidential Information of Discloser will terminate if such information:

1. was already known to Recipient at the time of disclosure by Discloser; or,
2. was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; or,
3. is, or through no fault of Recipient has become, generally available to the public; or,
4. was independently developed by Recipient without access to, or use of, Discloser's Confidential Information.

Additionally, Recipient will be allowed to disclose Confidential Information of Discloser to the extent that such disclosure is (i) approved in writing by Discloser, or (ii) required by law or by the order of a court or of a similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

7. Warranties and Limitation of Liability

Warranties

Standards. Scaled Access warrants that it shall perform the Services in a professional manner and according to industry standards.

Disclaimer. The Services are provided on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether expressly or implicitly, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by Scaled Access to the fullest extent permitted by law.

Bugs and Defects. Scaled Access does not warrant that the Platform or Services are completely free from all bugs, errors, or omissions, or will ensure complete security.

Protection. Scaled Access will use commercially reasonable efforts and industry available practices to ensure that the Platform as provided to Customer under the current Agreement is protected against viruses, Trojan horse, worm or any similar malicious code.

Designation. The warranties in this Agreement are for the sole benefit of Customer and may not be extended to any other person or entity.

Exclusions and Limitations of Liability

1. *Exclusion of certain claims.* In no event will Scaled Access be held liable for any consequential, indirect, exemplary, punitive, special or incidental damages – whether foreseeable or unforeseeable - including reputational damages, any lost data or lost profits, arising from or relating to the Services, Platform or this Agreement.
2. *Limitation of liability.* Scaled Access's total cumulative liability in connection with this Agreement, the Services and the Platform, whether in contract or tort or otherwise, will not exceed the Fees actually paid by Customer under the relevant Purchase Order during the twelve (12) month period preceding the events giving rise to such liability.

Points 1 and 2 above do not apply to either party's fraud or intentional misconduct; or liability or loss which may not be limited by applicable law.

Each Party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such Party or fail of their essential purpose and that without these limitations the Fees for the Services would be significantly higher.

Neither party may commence any action or proceeding under this Agreement more than two (2) years after the occurrence of the applicable cause of action.

Neither party will have any liability to the other for any non-performance of their obligations under this Agreement to the extent that the non-performance is mandated by applicable law.

8. Indemnification

Indemnification by Scaled Access

Scaled Access will defend, or at its option settle, at its own expense any claim or action brought by a third party against Customer to the extent the claim or action is based upon an allegation that the Services or Platform infringe any Intellectual Property Rights of a third party, and Scaled Access will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such action or those costs and damages agreed to in a monetary settlement of such action. Such indemnity obligation shall be conditional upon the following: (i) Scaled Access is given prompt written notice of any such claim; (ii) Scaled Access is granted sole control of the defence and settlement of such a claim; (iii) upon Scaled Access' request, the Customer cooperates with Scaled Access in the defence and settlement of such a claim, at Scaled Access' expense; and (iv) the Customer does not make any admission as to Scaled Access' liability in respect of such a claim, nor agree to any settlement in respect of such a claim without Scaled Access' prior written consent. Provided these conditions are met, Scaled Access shall indemnify the Customer for all damages and costs incurred by it as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by the Customer pursuant to a settlement agreement.

Notwithstanding the foregoing, Scaled Access will have no obligation under this section or otherwise with respect to any infringement claim that is based upon (i) any use of the Services or Platform not in accordance with this Agreement; (ii) any use of the Services or Platform in combination with products, equipment, software or data not supplied by Scaled Access other than the Platform; (iii) any use of any release of the Platform other than the most current release made available to Customer; or (iv) any modification of the Platform by any person other than Scaled Access or its authorised agents or subcontractors. This section states Scaled Access's entire liability and Customer's exclusive remedy for any claims of infringement.

In the event the Services or Platform, in Scaled Access' reasonable opinion, are likely to or become the subject of a third-party infringement claim (as per this section), Scaled Access shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) Services or Platform so that they become non-infringing while preserving equivalent functionality; (ii) obtain for Customer a license to continue using the Services or Platform in accordance with this Agreement; or (iii) terminate the relevant License and pay to Customer an amount equal to a pro rata portion of the Fees paid to Scaled Access hereunder for that portion of the Services or Platform which is the subject of such infringement.

Indemnification by Customer

Customer will defend at its own expense any claim or action brought by a third party against Scaled Access that uses on Customer's instruction the Platform, to the extent the claim or action arises from or is related to Customer's use of the Services or Platform, excluding any claim or action arising from a breach of the terms of this Agreement by Scaled Access, and Customer will indemnify and hold Scaled Access harmless from and against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or related to any such claim or action arising from or is related to Customer's use of the Services or Platform.

Indemnified Party Obligations

As a condition of the indemnifying Party's obligations under this section, the indemnified Party must (i) notify the indemnifying party promptly in writing of such action or claim; (ii) give the indemnifying Party

sole control of the defence thereof and any related settlement negotiations; and (iii) cooperate and, at the indemnifying Party's request and expense, assist in such defence.

9. Privacy Governance

Each Party shall and shall ensure that its personnel and (sub)contractors shall, at all times, comply with its/their respective obligations under the Data Protection Legislation and the Data Processing Agreement agreed between the Parties in relation to all personal data that is processed under this Agreement.

In connection with and for the purpose of the performance of the services under this Agreement, Scaled Access shall process personal data in accordance with the provisions of the Data Processing Agreement.

10. Term and Termination

Term

The term of this Agreement (the **Term**) shall commence on the effective starting date of the governing Purchase Order and shall continue for the period specified in that Purchase Order (the **Initial Term**). If duration is not otherwise specified in the Purchase Order, the initial term will be one (1) year.

Upon expiration of the Initial Term the Agreement will be automatically renewed for successive one (1) year periods (each a **Renewal Term**), unless either Party provides notice of termination sixty (60) calendar days prior to the end of the Initial Term or then current Renewal Term, as applicable.

Termination

Scaled Access may immediately terminate this Agreement (or alternatively, in its sole discretion, suspend the access to the Service) by giving written notice, effective as of the date of delivery of such notice, in the event the Customer infringes Scaled Access' Intellectual Property Rights.

Either Party may terminate the Agreement if the other Party breaches any material provision of the Agreement and does not cure such breach within thirty (30) calendar days after receiving written notice thereof, or immediately, if such breach cannot be cured.

Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of receipt of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

Upon termination or expiration of this Agreement for any reason:

1. any amounts owed to Scaled Access under this Agreement will be immediately due and payable; and,
2. all rights (including for the avoidance of doubt any licenses on the Platform) granted to Customer in this Agreement will immediately cease to exist; and,
3. Customer must promptly discontinue all use of the Platform; and,
4. Recipient will return to Discloser or destroy all copies of Discloser's Confidential Information in Recipient's possession or control (all terms defined hereafter); and,
5. Scaled Access has the right to suspend Customer's (and its End Users') access to the Services and the Platform.

The sections related to restrictions, confidentiality, intellectual property rights and liability together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

Termination of the Agreement or of any Services will not entitle Customer to any refund of or relief from payment of any Services fees paid or payable under this Agreement.

II. General

Partners

In case the Customer acquired the Services through a Partner, then this Agreement is not exclusive of any rights Customer obtains under the sale agreement entered into between the Customer and the Partner (the **Partner Sale Agreement**). If a conflict occurs between this Agreement and the Partner Sale Agreement, then the provisions of this Agreement prevail.

If a Partner has granted Customer any rights that Scaled Access does not also directly grant to Customer in this Agreement, or which conflict with this Agreement, then Customer's recourse is against the Partner.

If Customer ordered the Services through a Partner, the Initial Term will be as defined in the Partner Sale Agreement, will apply, and the Customer's billing, payment rights and obligations are governed by the Partner Sale Agreement.

If the Partner from whom Customer purchased the Services fails to pay Scaled Access any amounts due in connection with Customer's use of such Services, then Scaled Access may suspend Customer's (and its End Users') rights to use the Services without liability, upon notice to Customer. Customer agrees that Customer's remedy in the event of such suspension is solely against the Partner.

Subcontracting

Scaled Access shall be entitled to subcontract delivery of the Services to its affiliates and to individual consultants engaged by Scaled Access pursuant to a professional services agreement, without having to obtain Customer's prior consent, provided that Scaled Access shall remain the sole responsible towards Customer in respect of all subcontracted obligations. Scaled Access is liable for any breach of its obligations under this Agreement that is caused by an act, error or omission of a subcontractor.

References

Scaled Access may use Customer's information and logo as part of reference, on condition that Scaled Access complies with trademark usage requirements as detailed by Customer. Scaled Access may issue public announcements or press releases pertaining to collaborations with Customer, upon Customer written approval. Scaled Access will notify the Customer and will wait to receive Customer consent before scheduling any reference calls and related activities.

Assignment

Neither Party shall assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under the Agreement (including the License rights granted to Customer) to any third party without the other Party's prior written consent.

Entire agreement

This Agreement including the relevant Purchase Orders constitutes the full understanding between the Parties with respect to the subject matter and it supersedes all prior or currently written, electronic or oral communications, representations, agreements or understandings between the parties on the subject.

Amendments

This Agreement may not be modified or amended except by a written mean executed by both Parties. In the event of any conflict between the provisions of this Agreement and any Purchase Order, the provisions of the Purchase Order will prevail.

Waivers

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Notices

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by e-mail, or by registered mail to the other Party at the address set forth on the first page of this Agreement or on the applicable Purchase Order and will be effective upon receipt or when delivery would be refused (except for technical reasons or reasons beyond the other Party's control) on the day following the sending of any notice either by courier, e-mail or registered mail. Either Party may change its address by giving notice of the new address to the other Party.

Force Majeure

Scaled Access shall not be responsible for delays or failures in performance of its obligations under this Agreement resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, boycotts, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes, other disasters, unauthorized access to Scaled Access' information technology systems by third parties or any other reason where failure to perform is beyond the reasonable control of, Scaled Access.

Governing Law and Jurisdiction

This Agreement will be governed by and interpreted in accordance with the laws of Belgium without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Antwerp (Belgium).