

Special Terms and Conditions – Security services and products Destiny NV

1. Definitions

For the purposes of the Special Terms and Conditions set out below, the definitions included in the General Terms and Conditions shall apply, as well as the following additional definitions:

Security service(s)

The access of the Customer and its users in accordance with the terms and conditions included in the Agreement to the security services at the level of firewall, URL, web, e-mail, ... as stipulated in the Service Order Form(s) and for the Duration of the Agreement.

The Security Service(s) are managed cloud services provided to the Customer.

Security product(s)

The access of the Customer and its users in accordance with the terms and conditions included in the Agreement and for the full Duration of the Agreement, to the security products as stipulated in the Service Order Form(s).

The Security products are provided as a downloadable version of the software via the appropriate platform.

2. Object

The Special Terms and Conditions set out below are applicable to the provision by Dstny of the Security service(s) and Security product(s) in exchange for the Fee.

The Customer accepts and acknowledges that the (proper) provision of the Security service(s) by Dstny is only possible in so far as and to the extent that a Data Connection configured on a Dstny Connection Network or Customer Connection Network is (promptly) provided at the Location(s) and this Data Connection is maintained by the Customer for the entire duration of the Agreement.

For the Security products, the Customer Hardware must meet and continue to meet, for the entire duration of the Agreement, all technical requirements, configurations and versions as defined in the Security-product Specifications.

The failure of the Customer Hardware to meet or continue to meet the technical requirements, configurations and versions as defined in the Security-product Specifications, regardless of the reason, in no way discharges the Customer from any of its obligations stemming from the Agreement. The failure of the Customer Hardware to (continue to) meet the technical requirements, configurations and versions as defined in the Security product Specifications, will (potentially) lead to loss of quality and nonavailability of the Security product(s).

The Security service(s) and Security product(s) are provided by Dstny on the basis of the Products and Software of third-party suppliers. Provisions 5.1 and 5.2 of the General Terms and Conditions remain applicable in full.

The use of the Security product(s) or Security service(s) may be subject to the mandatory acceptance by the Customer of terms of use (e.g. Click-wrap, shrink-wrap, ...) or EULA (End User License Agreement). The download, installation and/or the mere use of Security product(s) or Security service(s) by the Customer implies unconditional acceptance by the Customer of the aforementioned terms of use. The Customer must fully indemnify and compensate Dstny for all claims against Dstny resulting directly or indirectly from the use by the Customer or its users of the Security product(s) or Security service(s) in violation of the terms of use referred to in this stipulation.

The Agreement is established, subject to the express condition of the Customer's acceptance of the aforementioned terms of use.

3. Rights and obligations of the Parties

Under no circumstances may Dstny be held responsible or liable for the proper functioning of the Security service(s) and Security Product(s) and for any malfunctions or defects related to the Security service(s) and Security product(s) as a result of or on the basis of failure of the Security service(s) and Security product(s) to (continue to) meet the technical specifications or technical parameters set by Dstny, if this is a consequence, directly or indirectly, of an act or intervention by the Customer or a third party and the Customer's failure in general to (continue to) fulfil the contractual conditions as stipulated in the Agreement.

Dstny will advise and inform the Customer with regard to the Security service(s) and Security product(s) that are provided. However, it is strictly up to the Customer to choose which service(s) and product(s) it purchases from Dstny. The Customer bears the risk of selecting, using, and applying the Security service(s) and Security product(s) purchased from Dstny.

Dstny does not guarantee that the Security service(s) and Security product(s) are suitable for the Customer's intended use (no fit-to-purpose guarantee).

Unless agreed otherwise between Dstny and the Customer in writing in the Service Order Form, it is up to the Customer to provide the right configuration and commissioning of Security product(s) and their correct settings.

In view of the constant stream of new developments and new technologies, Dstny cannot guarantee that the use of the Security product(s) and Security service(s) will be 100% flawless and that they can prevent or avert any possible threat. Dstny therefore accepts no responsibility or liability in this respect.

The purchase and use of the Security service(s) and Security- product(s) does not include an insurance product or service from Dstny.

Moreover, the use of the Security product(s) and Security service(s) does not affect the general obligation on the part of the Customer and its users to be vigilant and promote awareness among its users regarding the use of e-mail, the Internet and electronic communication in general.

Limited non-transferable right of use

Subject to the Customer's compliance with all provisions of the Agreement, in exchange for the Fee(s) and subject to the limitations and conditions of the Agreement, Dstny and, if applicable, its licensor(s), grants to the Customer, for the duration of the Agreement, a limited, non-exclusive and nontransferable right of use with regard to the Security product(s) or Security service(s).

The right of use granted is limited to normal use by the Customer and its users, exclusively in execution of the Agreement, of the Security service(s) and Security product(s) for the maximum number of users as stipulated in the Service Order Form.

Any use of the Security service(s) and/or Security product(s) by more users than the maximum permitted in accordance with the provisions of the Service Order Form will lawfully and automatically cause additional fees to be payable by the Customer. Dstny is entitled to carry out audits at any time within the full duration of the Agreement.

Dstny is exclusively responsible, at its own discretion, for maintenance, upgrades and updates of the Security service(s) and Security- product(s).

The Customer explicitly agrees, and vouches for its users in this regard, to refrain from copying, reproducing, reverse engineering, translating, adapting, analysing, decompiling, imitating, modifying, reconstructing or otherwise reproducing and/or processing the software underlying the Security service(s) and Security- product(s) in any way whatsoever, in part or in full.

The Customer is not permitted to (sub)license, lease or rent out its right of use or to use it for the training of third parties or for commercial timesharing.

All (Intellectual) property rights as well as all rights, titles and interests in and to patents, copyrights, trademarks, trade secrets and other intellectual rights with regard to the Security service(s) and Security product(s) and the documentation and any works derived from it belong exclusively to Dstny and/or its licensors. The Agreement in no way entails the transfer, in part or in full, of these (intellectual) property rights.

The Customer acquires no other rights, whether explicit or implicit, beyond the limited right of use as described in this Agreement.

With the exception of the obligations of Dstny with regard to the Security service(s) and Security product(s) Service Level Agreement, if applicable, Dstny explicitly rejects all guarantees of any kind whatsoever with regard to the Security service(s) and Security product(s) and the access to it, whether explicit, implicit, statutory or stemming from the process of operation, the process of delivery or the use for commercial purposes, including any guarantee of suitability for any purpose whatsoever.

4. Security service(s) Portal

Under the Agreement, the Customer and its users will be granted access to a portal for the basic day-to-day management of the Security services and functionalities as described in the Agreement.

Within the framework of this management, the Customer may increase or decrease the number of users via the Portal.

However, the Customer must ensure that the total number of users at any given time is not less than 70% of the initially agreed maximum number of users as stated on the Service Order Form.

The deactivation of the number of users, resulting in a number beneath the aforementioned threshold, constitutes the unilateral termination of the Agreement by the Customer.

The access to the portal is personal and secured with a login and password for the Customer or its users. It is the exclusive responsibility of the Customer and the Customer's users not to grant access to the portal to third parties.

The Customer remains solely liable for the management actions carried out via the portal and must take adequate steps to secure the passwords and login and to maintain confidentiality. The assignment of "Admin-view" rights and "User-view rights" is subject to the exclusive discretion and responsibility of the Customer.

All (Intellectual) property rights as well as all rights, titles and interests in and to patents, copyrights, trademarks, trade secrets and other intellectual rights with regard to the portal belong exclusively to Dstny and/or its licensors. The Agreement in no way entails the transfer, in part or in full, of these (intellectual) property rights.

The usage and access rights to the portal are supplied "AS IS".

The access rights to the portal will be withdrawn in the event of termination of the Agreement or if Dstny suspends the Security service(s) in accordance with the provisions of the Agreement.