

General Terms and Conditions Panik Button B.V.

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1. Definitions

Panik Button: Panik Button B.V., located in Oosteind, Chamber of Commerce number 87605120.

Customer: The purchaser of the services as agreed in the quotation or agreement.

Service: The Panik Button service, consisting of the Core Layer and optional Business Continuity Modules (including Data Continuity, SaaS Continuity, On-Premise Continuity, Operational Technology Continuity and Special Workplace Continuity).

Fallback environment: An isolated Microsoft 365 environment activated in the event of a crisis situation.

Terms and Conditions: These general terms and conditions, applicable to all services provided by Panik Button.



2. Scope of the service

2.1 These terms and conditions apply to all components of the Panik Button service, including the Core Layer and the optional Business Continuity Modules, unless otherwise agreed in writing.

2.2 Activation of the Service takes place by pressing the (virtual) button or by contacting the 24/7 helpdesk.

2.3 Panik Button does not perform root cause analysis or recovery operations in the Customer's IT environment. The fallback environment is intended for temporary use (max. 12 weeks), unless otherwise agreed in writing.

2.4 Panik Button depends on third parties (such as Microsoft and the Customer's IT service providers) for the functioning of the Service.

2.5 The fallback environment is separate from the Customer's network. Panik Button only gains access after explicit permission via a 'break-glass' procedure.

3. Use of the service

3.1 The Customer will only use the Service in the context of crisis management and business continuity. The Service is intended to accelerate the recovery process and streamline cooperation with internal and external stakeholders.

3.2 The Customer is not permitted to use the Service for unlawful purposes, in violation of applicable laws or regulations, or in a manner that could cause damage to Panik Button or third parties.

3.3 Resale or making the Service available to third parties is not permitted without the prior written consent of Panik Button.

4. Service levels and availability

4.1 The availability of the Service is further regulated in a separate SLA.

4.2 Panik Button endeavors to make the Service continuously available, but does not give an absolute uptime guarantee.

4.3 Incidents and requests will be handled in accordance with the terms set out in the SLA.

5. Liability and indemnification

5.1 Panik Button has taken appropriate technical and organizational measures to limit risks, including encryption, monitoring, access management, and ISO 27001 certification.

5.2 Despite these efforts, risks such as cyber attacks, third-party failures, or legal changes cannot be completely ruled out.

5.3 Panik Button is only liable for direct damage, up to a maximum of the total amount paid by the Customer to Panik Button in the twelve (12) months prior to the incident. Direct damage is defined exclusively as reasonable costs that arise directly from a demonstrable failure by Panik Button. This

includes, for example, the necessary costs of remedying defective performance, provided such damage is proven to have been directly caused by Panik Button.

5.4 Panik Button is not liable for indirect damage, including consequential damage, lost profit, loss of data, or business interruption.

5.5 The Customer indemnifies Panik Button against all claims from third parties in connection with the use of the Service, including in the event of (temporary) failure.

5.6 Claims for compensation must be reported in writing within fifteen (15) working days after the incident and in any case within twelve (12) months after the incident, on pain of forfeiture.

6. Intellectual property

6.1 All intellectual property rights to the Service, the Core Layer, and the optional Business Continuity Modules, as well as the underlying technology, belong to Panik Button or its licensors.

6.2 The Customer is not permitted to copy, modify, reuse, or purchase the Service elsewhere without the written consent of Panik Button. Nor is it permitted to decompile, reverse engineer, sublicense, or otherwise make the Service available to third parties, in whole or in part, unless expressly permitted in writing.

6.3 In the event of an infringement of third-party rights, Panik Button reserves the right to modify, replace, or terminate use without liability for damages.

7. Confidentiality

7.1 The parties undertake to maintain the confidentiality of all confidential information, including customer data, procedures, and technical details.

7.2 The obligation of confidentiality shall remain in full force and effect for three (3) years after termination of the agreement. If desired, confidential information will be returned or destroyed at the first request of the other party, unless retention is required by law.

8. Personal data

8.1 Panik Button processes personal data in accordance with applicable laws and regulations (GDPR).

8.2 The processing of personal data is further regulated in a separate processing agreement. Insofar as Panik Button processes personal data on behalf of the Customer, it acts as a processor within the meaning of the General Data Protection Regulation (GDPR), unless expressly agreed otherwise.

9. Changes and third parties

9.1 Panik Button reserves the right to change these terms and conditions or the Service, provided that the Customer is informed in writing at least thirty (30) days in advance.



9.2 Panik Button may use third parties in the performance of the Service, provided that this does not affect the rights of the Customer.

9.3 Rights and obligations under the agreement may be transferred by Panik Button to group companies or successors.

9.4 If Panik Button makes a substantial change to the Service that, by reasonable standards, has a significant impact on its operation, functionality, or usability for the Customer, the Customer has the right to terminate the agreement in writing, subject to a notice period of thirty (30) days after notification of the change. Any prepaid amounts for the remaining term will be refunded pro rata.

10. Term and termination

10.1 The term of the agreement is as stated in the quotation.

10.2 Both parties may terminate the agreement in writing, subject to a notice period of three (3) months before the end of the term.

10.3 If no timely termination takes place in accordance with Article 10.2, the agreement will be tacitly renewed for a period of twelve (12) months under the same conditions.

10.4 Upon termination, all resources made available by Panik Button must be returned within three (3) days.

11. Force majeure

11.1 In the event of force majeure (as defined in Article 6:75 of the Dutch Civil Code), Panik Button shall not be held to its obligations. Force majeure includes, but is not limited to, power outages, cyberattacks, pandemics, governmental actions, natural disasters, acts of war, labor disputes, and prolonged or unforeseen failures of Panik Button's essential suppliers (including Microsoft and other cloud or telecommunications providers), provided that Panik Button cannot reasonably influence the resolution or mitigation of such events.

11.2 If the force majeure continues for more than sixty (60) days, both parties have the right to terminate the agreement in writing without liability for damages.

12. Data after termination

12.1 Panik Button will retain customer data from the fallback environment and other service-specific systems for a maximum of sixty (60) days after termination of the agreement, unless otherwise agreed in writing.

12.2 Within this period, the Customer may request the transfer of data in writing. Panik Button will cooperate reasonably in this regard. The costs of transfer shall be borne by the Customer.

12.3 After this period, all customer data will be irrevocably deleted, with the exception of data that Panik Button is legally obliged to retain.

12.4 Panik Button is not liable for loss of data if the Customer has not made a timely request for transfer.

13. Applicable law and disputes

13.1 These terms and conditions are governed exclusively by Dutch law.

13.2 Disputes shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, location 's-Hertogenbosch.

14. Non-payment and insolvency

14.1 If the Customer fails to pay an invoice within the payment term, Panik Button is entitled to suspend access to the Service, provided that the Customer has received at least one payment reminder and a reasonable period for payment has expired.

14.2 Panik Button has the right to terminate the agreement in whole or in part with immediate effect if:

- a) the Customer is declared bankrupt or applies for a moratorium on payments;
- b) (part of) the Customer's assets are seized;
- c) the Customer's business is terminated or liquidated.

14.3 Suspension or termination pursuant to this article shall not affect Panik Button's right to payment of outstanding claims.

15. Final provision

In the event of a conflict between provisions in different documents, the text of the following shall prevail, in the order listed below:

1. a written addendum or (partial) agreement signed by both parties;
2. the main agreement or quotation;
3. the Service Level Agreement (SLA);
4. the service descriptions
5. these general terms and conditions.