



# General Terms and Conditions

## Ruler B.V.

Version 2024/2025

***Please note:** These general terms and conditions have been drawn up in both the Dutch and English language. In the event of a dispute about the contents or meaning of these general terms and conditions, the Dutch text shall be binding.*

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## Part A: General

### 1. Definitions

Subscription:	the user license for the Software as set out in the Agreement;
Subscription fee:	the fee paid by the Customer to Ruler for the use of the Software, calculated and payable in installments corresponding to the duration of the Subscription;
General Terms and Conditions:	these terms and conditions, which form part of the Agreement and apply to the contractual relationship between the Customer and Ruler;
Authenticity:	the extent to which the Software and the Ruler Data are correct and complete;
Administrator:	Third party that maintains the Software on behalf of Ruler;
Availability:	the extent to which the Software and the Ruler Data are actually accessible to the Customer;
Data:	all data entered into the Software by the Customer and processed, generated or exported using the Software during use of the Software;
Services:	maintenance and support services provided by Ruler as described in these General Terms and Conditions;
Client:	the user of the Software and the Services;
Agreement:	the contractual agreement between the Parties with regard to the Software and Services to be provided by Ruler together with these General Terms and Conditions;
Parties:	Ruler and the Client jointly;
Software:	software developed by Ruler, such as 'Ruler Regulatory Watch', 'Ruler Regulatory Change' or 'Ruler Risk Assessment', as well as future software that will be developed and made available by Ruler. This also includes all manuals, documentation and versions of this software as described in the Agreement, which are made

Ruler:	available to the Client via the internet; the supplier of the Software and the Services;
Ruler Data:	all information that is made available by Ruler via the Software or in another way;
Confidentiality:	the extent to which the Software and the Ruler Data are only available to the Client.

## 2. General

1. These General Terms and Conditions apply to all offers, quotations and agreements with regard to the delivery of the Software and the Services by Ruler to the Client.
2. Deviations from or additions to these General Terms and Conditions are only valid if they have been agreed and recorded in writing.
3. Ruler expressly rejects the applicability of general or purchasing conditions of the Customer.
4. Ruler can change these General Terms and Conditions at any time. The Customer accepts the new version by continuing to use the Software or Services of Ruler. The latest version of the General Terms and Conditions is always available at [www.Ruler.nl](http://www.Ruler.nl). Ruler will inform the Customer when it intends to change the General Terms and Conditions.
5. If there is a conflict between a provision in these General Terms and Conditions and a provision in the Agreement, the provision from the Agreement shall apply.

## 3. General services

1. Ruler is the supplier of the Software. The Customer is entitled to use this Software for the agreed period included in the Agreement. The Software has different variants, namely "Ruler Regulatory Watch" (Part B), "Ruler Regulatory Change" (Part C) and "Ruler Risk Assessment" (Part D). The version of the Software that the Customer purchases is set out in the Agreement.
2. Ruler maintains the Software to be delivered and is responsible for keeping the content up to date.
3. The Software is delivered in the Netherlands.
4. Ruler does not provide any guarantees to the Customer, unless otherwise agreed in writing.
5. At the request of the Customer, Ruler employees will participate in programs for awareness and/or training on digital operational resilience of the Customer, to the extent that this is relevant to their position.
6. Ruler will fully cooperate with competent authorities that supervise the Customer or persons designated by them.

## 4. Delivery of and use of the Software and the Services

1. The Software and the Services that are purchased by the Customer are delivered by Ruler on the basis of the service levels set out in the Agreement. Changes to the service levels will be recorded in writing in an addendum to the Agreement.
2. The Customer must ensure good (information and network) security on every device with which he uses the Software, which meets the standards of the market in which he is active.
3. The Customer must ensure a good and stable internet connection and environment in order to be able to use the Software.

## 5. Data protection

1. Ruler makes every effort to keep the Availability, Authenticity, Integrity and Confidentiality of the Software and Ruler Data and the protection of the Customer's data as high as possible. Ruler makes agreements about the Availability of the Software with third parties (such as hosting providers) that are engaged for the actual management of these aspects. The Customer can request the agreements with these third parties and the measures they take to protect the Availability, Authenticity and Confidentiality in writing from Ruler.
2. Ruler has a SOC2 data certification. This certification contains principles for data security as referred to in point 3. Upon written request, Ruler will send the Customer a report describing Ruler's IT management measures.
3. Ruler makes every effort to protect the Data against loss, theft and damage. In doing so, Ruler takes into account the costs of the measures and the state of the art.
4. Ruler ensures a good source code escrow arrangement to guarantee the continuity of the service provision to the Customer. This arrangement gives the Customer access to the source code of the software in cases that cause Ruler's business activities to be permanently terminated.

## 6. Maintenance and support

1. Ruler has a helpdesk where the Customer can report defects or malfunctions (also called "incidents") regarding the Software. This helpdesk can be reached from Monday to Friday, from 9:00 to 17:00. The Customer can report incidents via the following e-mail address: [info@Ruler.nl](mailto:info@Ruler.nl).
2. As soon as the helpdesk receives a report of a defect or malfunction, Ruler will confirm receipt of the report as soon as possible and take action to assess the report. Ruler will make every effort to provide an appropriate solution as soon as possible, without additional costs, and to report the handling back to the reporter.
3. In fulfilling the obligations in this article, Ruler has the right to gain insight into the way in which the Customer uses the Software. The Customer will report on this at Ruler's request. If the Customer does not respond to a request for reporting, Ruler may engage an expert to obtain this insight. The Customer must fully cooperate with this authority of Ruler.
4. Maintenance and support of the Software does not include the resolution of problems and incidents that:
  - a. are caused by incorrect use of the Software by the Customer;
  - b. are attributable to the software (such as operating systems, internet browsers) and/or the hardware (such as the network) used by the Customer;
  - c. are caused by other causes attributable to the Customer;
  - d. are attributable to malfunctions in the hardware, the platform and/or the supporting software with which the software is delivered to the Customer.

## 7. Payments

1. All prices and (hourly) rates stated by Ruler are exclusive of VAT.
2. The rates set out in the Agreement are leading, unless otherwise agreed in writing.
3. All invoices from Ruler must be paid by the Customer within 21 days of the invoice date. The Customer may not postpone a payment or offset amounts.
4. Ruler may charge all judicial and extrajudicial costs incurred as a result of the Customer not paying, not paying in full or not paying on time. The Customer is obliged to pay these costs.
5. Ruler may adjust the agreed Subscription Fee once a year, for the first time one year after signing the Agreement, based on inflation correction.

6. In addition to the inflation correction, Ruler may charge the costs for the maintenance and further development of the Software in the Subscription Fee.

#### **8. Rights to Data and processing of personal data**

1. The Customer is the owner of the Data and is deemed to be the holder of the (intellectual) property rights that rest on the Data.
2. In the event of termination by the Customer or Ruler, insolvency of Ruler, or cessation of Ruler's activities or termination of the Agreement, Ruler will provide an extract of the Data entered by the Customer at the request of the Customer. Ruler has the option to export the Data to an Excel format and provide it to the Customer. The Customer also has the option to generate a printout of the Data via the export function that is built into the Ruler environment.
3. Ruler, or its licensors, are always the owner of the Ruler Data. When collecting, summarizing and making accessible the Ruler Data, Ruler makes choices about the content and scope thereof. Ruler does its utmost to make these choices in a timely and correct manner, but is not familiar with the specific use or purpose of the Customer and therefore does not take this into account.
4. Ruler collects information from the Customer and users about the use of Ruler in an anonymous manner, including to provide the Customer with insight into the use at his request. When entering into the Agreement, the Customer acknowledges that he is aware of this processing and agrees to it.
5. Ruler has drawn up a privacy statement for the handling of personal data, including anonymized user information. This policy is on the Ruler website. This policy is part of the Agreement and by accepting the Agreement the Customer also accepts the privacy statement.
6. Information (such as documents and files) uploaded by the Customer in Ruler is only visible to the Customer.
7. The Data is stored and processed in the Netherlands. If Ruler decides to move the storage location, Ruler will notify the Customer.

#### **9. Force Majeure**

1. In the event of force majeure, the obligations affected by this will be fully or partially suspended for as long as the force majeure lasts. The parties are not obliged to pay damages due to this force majeure. A party can only invoke force majeure if it informs the other party of the force majeure situation in writing as soon as possible, with the necessary evidence.
2. If a party is unable to fulfil an obligation under the Agreement due to force majeure, the other party may, if it is established that fulfilment will be impossible or after the expiry of a reasonable period set in writing, terminate the Agreement with immediate effect by means of a letter with confirmation of receipt, without having to pay compensation. However, the Customer is also obliged to pay the invoices that Ruler has already sent after termination due to force majeure.
3. Force majeure does not include the failure or untimely fulfilment by a third party of obligations that this third party has towards one of the parties. This is different if the party in question can demonstrate that the failure or untimely fulfilment by the third party is the result of force majeure on the part of that third party and that it cannot reasonably be expected of the party to purchase its products or services from someone other than that third party.

**10. Liability**

1. Ruler is expressly excluded from liability for all direct and indirect damage, including claims from third parties such as supervisory authorities, that the Customer incurs due to the use of Ruler's services and/or the Software, unless there is intent or gross negligence on the part of Ruler.
2. All costs incurred by Ruler due to unlawful acts by the Customer or persons who have access to Ruler on behalf of the Customer, may be charged to the Customer by Ruler and the Customer is obliged to pay these costs.
3. If Ruler is liable, liability is limited to the amount paid out by Ruler's insurance.

**11. Duration and termination of the Agreement**

1. The Agreement shall commence on the date the Customer signs the Agreement and shall be valid for one year. After this year, the Agreement shall be automatically extended by one year each time, unless it has been validly terminated or cancelled by the Customer or Ruler.
2. The Customer may terminate the Agreement in writing no later than two months before the end of the current one-year contract term.
3. Ruler and the Customer may terminate the Agreement in writing with immediate effect without notice of default, judicial intervention or compensation in the following situations:
  - a. the other Party is granted provisional or definitive suspension of payments;
  - b. the other Party is declared bankrupt or its bankruptcy is requested;
  - c. the other Party is liquidated or terminated, other than for restructuring or merger;
  - d. a significant part of the assets of the other Party is seized.
4. The Customer may also terminate the Agreement in writing with immediate effect in the following situations:
  - a. in the event of serious violation by Ruler of applicable laws and regulations and/or the terms of the Agreement;
  - b. in the event of circumstances that are established by the Customer during monitoring of the ICT risk, which may have adverse consequences for the performance of the Agreement or for Ruler; this concerns material changes in circumstances that affect the Agreement and/or Ruler's ability to comply with the Agreement.
  - c. In the event of clear weaknesses at Ruler with regard to the management of ICT risks, especially the way in which Ruler ensures the Availability, Authenticity, Integrity and Confidentiality of personal or sensitive data or non-personal data;
  - d. if the competent authorities can no longer exercise effective supervision over the Customer due to the conditions of or circumstances in connection with the Agreement.
5. Obligations that are by nature intended to continue after termination of the Agreement shall remain in force after termination.

**12. Other conditions**

1. Ruler may, without the Customer's permission, engage third parties to fulfil (parts of) its obligations under the Agreement with the Customer. Ruler is responsible for the services of the third parties engaged by it. Ruler engages one or more Administrators for the actual maintenance and management of the Software.
2. The Client and the users who have been granted access to the Software via the Client may not transfer their rights and powers granted by Ruler to third parties without the prior written consent of Ruler.

3. Ruler may transfer its rights and obligations under the Agreement to a third party without the consent of the Client. The third party will then be responsible for the performance of the Agreement towards the Client.
4. In the event of any conflict between the Dutch text of these terms and conditions and a translation thereof, the Dutch text shall prevail.

**13. Applicable law**

1. Dutch law shall apply to the Agreement and to the entire legal relationship between the Parties.
2. In the event of a dispute between the Parties, the court in Amsterdam shall have jurisdiction.

## Part B: Ruler Regulatory Watch

### B.1 Description of Ruler Regulatory Watch

Ruler Regulatory Watch is software that provides users with an overview of applicable legislation, divided into themes and topics with a brief summary of relevant obligations. Users can indicate in Ruler whether their company complies with this obligation and can upload supporting documents for this.

Ruler also offers more functionalities such as assigning tasks to employees within the organization, keeping track of future regulations in the Radar or maintaining the monitoring agenda for a compliance officer. The workflow in Ruler is structured according to the steps of the compliance cycle. The compliance cycle offers good tools for setting up an effective and independent compliance function. Ruler can help the company manage the entire compliance cycle.

### B.2 Service Level Agreement

#### 1. Availability of the Software

Part of day	Obligation Type	Availability calculated on a monthly basis
7.00 o'clock- 22.00 o'clock	Effort	99,5%
0.00 o'clock– 24.00 o'clock	Effort	96,5%

Ruler has made agreements with the Software Manager to ensure that this Availability is realistic. For the calculation of Availability, the periods in which maintenance is carried out by Ruler do not count.

#### 2. Helpdesk response times

Ruler has a helpdesk available that can be reached on office days between 9:00 and 17:00. The Customer can report incidents via the following e-mail address: [info@Ruler.nl](mailto:info@Ruler.nl).

Depending on the severity of the incident, Ruler uses the following response times:

Priority	Definition	Time to process
Urgent	Incident that makes the Software unusable by end users and in the event of a data breach.	Notification within 1 hour after confirmation receipt.
High	Incident in which the Software can still be used, but there is a	Notification within 3 hours



	limitation of essential functionality.	after confirmation receipt.
Medium	Incident in which the Software can still be used, but there is a limitation of non-essential functionality.	Notification within 24 hours after confirmation of receipt.
Low	Incident that does not (directly) pose a threat to the usability of the Software.	Within 72 hours of confirmation receipt of notification.

### 3. Continuity of service

Ruler has a business continuity plan and a disaster recovery plan, which are tested and assessed annually. In the event of a disaster, the Customer will be informed as soon as possible and an update on the status of the service will be provided within two hours. Our continuity measures include cloud-based data storage and backup systems, which enable a rapid resumption of service.

### 4. Security and access management

Ruler has agreed a security standard with the Administrator. This contains several management measures that relate to the Availability, Integrity, Confidentiality and Authenticity of the data. The Administrator is SOC2 classified and applications and programming interfaces comply with leading market standards such as OWASP.

### 5. Communication protocols

Ruler will immediately inform the Customer of any security breach or critical failure that may affect the Availability or security of the Software.

Regular status updates are provided for the duration of the incident. The Customer can reach Ruler via the helpdesk for support and incident reports. Updates on planned changes, releases or major adjustments to the service will be communicated at least 48 hours in advance.

### 6. Compliance and regulations

Ruler guarantees that the online tool complies with all applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the requirements of the Digital Operational Resilience Act (DORA). All data processing takes place within the EU and according to appropriate data security standards. Ruler will inform the Customer immediately of changes in compliance with legal requirements that may affect the use of the tool.

**7. Maintenance and Update Schedule**

Ruler performs regular maintenance to optimize the performance and security of the tool. During this period, the tool may be temporarily limited in availability.

## Part C: Ruler Regulatory Change

### C.1 Description Ruler Regulatory Change

Regulatory Change is a software application that enables users to track, analyze and implement changes in legislation and regulations or completely new regulations. The tool offers functionalities to structure the entire implementation process. It is divided into four steps. First, the relevance of the new legal text is determined to then perform a gap analysis. After performing the gap analysis, actions can be defined, all of these actions are then monitored and completed. The tool offers support throughout the process, keeping track of the choices made from start to finish.

### C.2 Service Level Agreement

#### 1. Availability of the Software

Part of the day	Obligation type	Availability calculated on a monthly basis
7.00 o'clock – 22.00 o'clock	Effort	99,5%
0.00 o'clock – 24.00 o'clock	Effort	96,5%

Ruler has made agreements with the Software administrator to ensure that this Availability is realistic. For the calculation of Availability, the periods in which maintenance is carried out by Ruler do not count.

#### 2. Helpdesk response times

Ruler has a helpdesk available that can be reached on office days between 9:00 and 17:00. The Customer can report incidents via the following e-mail address: [info@Ruler.nl](mailto:info@Ruler.nl).

Depending on the severity of the incident, Ruler uses the following response times:

Priority	Definition	Time to process
Urgent	Incident that makes the Software unusable by end users and in the event of a data breach	Notification within 1 hour after confirmation receipt.
High	Incident in which the Software can still be used, but there is a limitation of essential functionality.	Notification within 3 hours after confirmation receipt.
Medium	Incident where the Software can still be used, but there is a limitation of non-essential functionality	Notification within 24 hours after confirmation of receipt.

Low	Incident that does not (directly) pose a threat to the usability of the Software	Within 72 hours of confirmation receipt of notification.
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### 3. Continuity of service

Ruler has a business continuity plan and a disaster recovery plan, which are tested and assessed annually. In the event of a disaster, the Customer will be informed as soon as possible and an update on the status of the service will be provided within two hours. Our continuity measures include cloud-based data storage and backup systems, which enable a rapid resumption of service.

### 4. Security and access management

Ruler has agreed a security standard with the Administrator. This contains several management measures that relate to the Availability, Integrity, Confidentiality and Authenticity of the data. The Administrator is SOC2 classified and applications and programming interfaces comply with leading market standards such as OWASP.

### 5. Communication protocols

Ruler will immediately inform the Customer of any security breach or critical failure that may affect the Availability or security of the Software.

Regular status updates are provided for the duration of the incident. The Customer can reach Ruler via the helpdesk for support and incident reports. Updates on planned changes, releases or major adjustments to the service will be communicated at least 48 hours in advance.

### 6. Compliance and regulations

Ruler guarantees that the online tool complies with all applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the requirements of the Digital Operational Resilience Act (DORA). All data processing takes place within the EU and according to appropriate data security standards. Ruler will inform the Customer immediately of changes in compliance with legal requirements that may affect the use of the tool.

### 7. Maintenance and update schedule

Ruler performs regular maintenance to optimize the performance and security of the tool. During this period, the tool may be temporarily limited available.

## Part D: Ruler Risk Assessment

### D.1. Description Ruler Risk Assessment

Ruler Risk Assessment is a software application that supports users in identifying, assessing, and managing (integrity) risks within their organization. This tool offers functionalities such as risk assessments, data collection, reporting, and analysis of potential integrity risks. Users can map risk factors, implement measures and controls, and evaluate the effectiveness of these measures. The tool helps organizations meet legal obligations, improve their risk management processes, and promote ethical business operations.

### D.2 Service Level Agreement

#### 1. Availability of the Software

Part of the day	Obligation type	Availability calculated on a monthly basis
0.00 o'clock – 24.00 o'clock	Effort	99,5%

Ruler has made agreements with the Software administrator to ensure that this Availability is realistic. For the calculation of the Availability, the periods in which maintenance is carried out by Ruler do not count.

#### 2. Helpdesk response times

Ruler has a helpdesk available that can be reached on office days between 9:00 and 17:00. The Customer can report incidents via the following e-mail address: [info@Ruler.nl](mailto:info@Ruler.nl).

Depending on the severity of the incident, Ruler uses the following response times:

Priority	Definition	Time to process
Urgent	Incident that makes the Software unusable by end users.	Notification within 2 hours after confirmation receipt.
High	Incident in which the Software can still be used, but there is a limitation of essential functionality.	Notification within 4 hours after confirmation receipt.
Medium	Incident in which the Software can still be used, but there is a limitation of non-essential functionality.	Notification within 8 hours after confirmation receipt.
Low	Incident that does not (directly) pose a threat to the usability of	Notification within 16 hours

	the Software.	of confirmation receipt.
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### 3. Continuity of service

Ruler has a business continuity plan and a disaster recovery plan, which are tested and assessed annually. In the event of a disaster, the Customer will be informed as soon as possible and an update on the status of the service will be provided within two hours. Our continuity measures include cloud-based data storage and backup systems, which enable a rapid resumption of service.

### 4. Security and access management

The Software Manager has multiple information security certificates that are in line with market standards, such as ISO27001 and SOC2. These contain multiple management measures that relate to the Availability, Integrity, Confidentiality and Authenticity of the Data.

### 5. Communication protocols

Ruler will immediately inform the Customer of any security breach or critical failure that may affect the Availability or security of the Software.

Regular status updates are provided for the duration of the incident. The Customer can reach Ruler via the helpdesk for support and incident reports. Updates on planned changes, releases or major service adjustments will be communicated at least 48 hours in advance.

### 6. Compliance and regulations

Ruler guarantees that the online tool complies with all applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the requirements of the Digital Operational Resilience Act (DORA). All data processing takes place within the EU and according to appropriate data security standards. Ruler will inform the Customer immediately of changes in compliance with legal requirements that may affect the use of the tool.

### 7. Maintenance and update schedule

Ruler performs regular maintenance to optimize the performance and security of the tool. During this period, the tool may be temporarily limited in availability.