GENERAL CONDITONS OF THE USE OF SERVICE QRadar on Cloud

Article 1 Subject of General conditions

1.1. The subject of these conditions is the way of establishing and using the service QRadar on Cloud (hereinafter: Service).

1.2. By submitting a Request for activation of the Service (hereinafter: Request) or by accepting MEGATREND's offer, business user (hereinafter: User) accepts these Conditions of MEGATREND POSLOVNA RJEŠENJA d.o.o. (MEGATREND BUSINESS SOLUTIONS Llc.) (hereinafter: MEGATREND) for using the Service.

1.3. After the receipt of the filled Request in accordance with the Paragraph 1.2 of this Article (hereinafter: Request) or after accepting MEGATREND's offer, MEGATREND shall inform the User following working day in writing or in any other appropriate manner about the acceptance/rejection of the Request respectively offer, and that after, among other things, the verification of the User's creditworthiness respectively solvency.

1.4. The contract on the use of Service is considered concluded at the moment when MEGATREND accepts the Request of the User respectively the offer. These Conditions, together with the User's Request, respectively the MEGATREND's offer, notification on the acceptance of the Request, respectively notification on the acceptance of the offer and the applicable MEGATREND's price list for the Service (hereinafter: Price list), constitute the Contract on the use of Service ("Contract").

1.5. In this basic part of the Conditions, following attachments are attached which form its integral part::
   • Attachment 1 – Specification of the Service;
   • Attachment 2 - Contact

1.6. In case of conflict between the provisions of the basic part of these Conditions and provisions of Attachments 1 and 2, the provisions of the basic part of these Conditions shall take precedence over the provisions of Attachments.

1.7. The User is obligated to notify MEGATREND without delay in writing of any change to User's data mentioned in the Request respectively the offer (e.g. company/name, address, e-mail address), and is responsible for any damage incurred due to failure to fulfil this obligation.

1.8. The prerequisite for using the Service is access to the Internet. Internet access is provided by the User independently of the Service, and the mentioned access and data transfer are not subject of these Conditions. Pursuant to the mentioned above, MEGATREND is not responsible to the User for possible interruptions or errors in the Internet connection respectively during the transmission of data as well as for any possible damage that occurred or might occur to the User because of such interruption/errors.

Article 2 Terms and definitions

2.1. For the purpose of these Conditions, each of the below mentioned terms and definitions has the following meaning:

1. Internet application - an application that allows the User to collect, connect and store events generated in local and cloud environments and manage security and threats.
2. User is the business user which concludes a Contract with MEGATREND for his own business needs.
3. User data are all data processed in connection with the Service, and which are directly or indirectly related to the Users.
4. Day means calendar day, unless otherwise is expressly stated in these Conditions.

Article 3 The manner of providing Service

3.1. The contracting parties mutually agree that with these Conditions, attachments to these Conditions and the Request are defined all the details regarding the nature, scope and quality of the Service.

3.2. In accordance with these Conditions, MEGATREND allows the User to use the Service for his own business purposes, as it is defined in these Conditions.

3.3. MEGATREND provides the Service to the User which is described on the link https://qradar.megatrend.com and can be accessed in accordance with the information that the User receives by e-mail (token, link to QRadar ISO, activation key, administrator licenses and other data depending on the User's requirements).

3.4. One of the recommended Internet browsers, such as Mozilla Firefox, Google Chrome, Internet Explorer, or Safari is required for proper operating and using of the Service.

3.5. Prerequisite for proper operating and using the Service is that the User ensures the appropriate hardware, software and VPN connection and other technical requirements in accordance *with IBM QRadar on the Cloud Getting Started Guide* document available on the web site ftp://ftp.software.ibm.com/software/security/products/qradar/documents/7.2.8/en/b_siem_onboarding_hosted.pdf, respectively the appropriate up to date versions of documents on the IBM web site. Installation

and configuration of the hardware and software is not the subject of this Contract and MEGATREND shall not bear the costs of the subject installation, unless otherwise is agreed with separate conditions.

3.6. The Service is a set of functionalities based on the cloud technology. The Service includes:
- Basic service (QRadar on Cloud Basic Service) - setting up initial cloud infrastructure, continuous monitoring of cloud infrastructure and software maintenance, process of Client's requests for change or problems and EPS capacity to collect and process log events, and
- Optional components depending on the needs of the User [1]
  The list of available optional components:
    - Qradar on Cloud 1K EPS Upgrade
    - Qradar on Cloud 1K EPS Temporary Upgrade
    - Qradar on Cloud Data Capacity 1K EPS Upgrade
    - Qradar on Cloud Flows Add-On
    - Qradar on Cloud Vulnerability Management Add-On

3.7. The prerequisite for the use of the Service is the acceptance of the Request respectively the order on providing the service based on which the user shall be provided with the data for access and use of the application solution via e-mail (token, QRadar ISO link, activation key, administrator licenses and other data depending on the User's requirements).

3.8. Data that is entered from the User's side into the applicative solution as well as the content that the User processes by using the applicative solution shall be stored in the locations defined by the document Terms of Use - Terms for Specific SaaS Offers, IBM QRadar on Cloud which is available on the link http://www-03.ibm.com/software/sla/sladb.nsf/pdf/6916-05/$file/i126-6916-05_11-2016_en_US.pdf (Terms of Use), respectively the appropriate up to date versions of documents on the IBM Web sites, if the Service is realized on the IBM Cloud platform. If the Service is realised on MEGATREND's Cloud platform, data that is entered from the User's side into the applicative solution as well as the content that the User processes by using the applicative solution shall be stored at location of the MEGATREND Data Centre in the Republic of Croatia. Access to this data is also provided to IBM employees and subcontractors for the purpose of providing support for the Service. The User data that MEGATREND could obtain for the purpose of providing the Service, respectively in order to fulfil the MEGATREND's obligations towards the User in accordance with these General conditions, MEGATREND is obliged to keep confidential and ensure the appropriate protection of the User data. MEGATREND is authorized to process User data solely as an information mediator based on the User's authority under these General conditions for the purpose of providing the Services. In the case of processing of User data, which are also personal data, MEGATREND guarantees the fulfilment of the conditions prescribed for the executors of the personal data and is authorized to process this data according to the User's order exclusively in the manner and to the extent necessary to fulfil its obligations towards the User in accordance with this General conditions, and undertakes to provide adequate personal data protection measures, including protection measures against unauthorized third party access.

Article 4 User support

4.1. MEGATREND provides user support regarding the Service in the manner and under the conditions defined in these Conditions and their attachments.

4.2. Within the scope of the maintenance, MEGATREND shall take all reasonable steps to:
- ensure continuous functionality of the Service,
- provide telephone assistance in solving problems while using the Service.

4.3. In the report of the failure respectively the problem with the function of the Service, it is necessary to state:
- address and telephone number of the User, and the name of the authorized person reporting the failure/problem,
- as precise as possible description of the failure/problem.

Article 5 Obligations and responsibilities of the User

5.1. In order to avoid any ambiguity, the User shall be solely responsible for any and all acts and/or omissions in connection with the Service, in accordance with the Conditions, MEGATREND's instructions for the use of the Service, and any other instructions regarding the Service as well as the applicable regulations of the Republic of Croatia.

5.2. The User is obligated to provide MEGATREND with the correct and complete data required for the use of the Service and for providing user support.

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[1] More information on the functionality of the Optional components can be found on the link http://www-03.ibm.com/software/sla/sladb.nsf/pdf/6916-05/$file/i126-6916-05_11-2016_en_US.pdf (Terms of Use), respectively the appropriate up to date versions of documents on the IBM Web sites.

5.3. The User is solely responsible for the implementation and enforcement of all necessary measures in order to maintain the confidentiality and security of the username and password assigned to him by MEGATREND for the purpose of using the Service, in accordance with the applicable regulations of the Republic of Croatia and these Conditions. If the User suspects or finds out that his username and/or password is compromised, or that the same has been used for unauthorized access and/or use, he is obliged to immediately notify MEGATREND via contacting data stated in the Attachment 2 of these Conditions.

5.4. The User is not authorized to exploit the name of the Service and/or trademarks used by MEGATREND and who are owned by MEGATREND or its partners.

5.5. The User shall be responsible to MEGATREND and shall be obliged to compensate all damages incurred to MEGATREND and/or third party by improper and/or unauthorized use of the Service's name and/or other trademarks used by MEGATREND.

5.6. The User undertakes to use the Service exclusively for his own needs and in a manner that does not jeopardize the functionality and operation of the Service. The User guarantees that the Service shall be used in accordance with these Conditions, MEGATREND's instructions for the use of the Service and any other MEGATREND's instructions regarding the Conditions of the Service, as well as the applicable positive regulations of the Republic of Croatia. The User shall bear all responsibility in case of acting contrary from what is stated in these Conditions.

5.7. The User is fully responsible for the content of the information and data that he transmits and stores through the Service and shall compensate MEGATREND for all incurred damages in case of unauthorized User's actions while using the Service, as well as in the case of transfer or storage of illegal content. MEGATREND does not review or monitor the mentioned data and content that the User stores or transmits using the Service.

5.8. The User guarantees to MEGATREND that the content that he places on the Service based on this Contract shall not include:
   • content that violates applicable regulations of the Republic of Croatia;
   • content that is unethical or immoral (for example, that spreads hatred and intolerance, or contains any form of pornography, etc.);
   • content that contains viruses or similar harmful computer programs;
   • content intended for criminal activities or organizations;
   • content that constitutes as violation of third party rights, including, but not limited to, patents, copyrights and intellectual property rights, programs and instructions on hacking, or invoking illegal activities.

5.9. The User is solely responsible for every action and every activity related to personal and other data stored by using the Service.

5.10. In the event that MEGATREND receives information respectively becomes aware of the violation of these Conditions by the User, MEGATREND shall promptly notify the User thereof and temporarily disable the use of the Service. In the event of a continued violation of these Conditions by the User, respectively failure to remove an existing violation, MEGATREND reserves the right to completely disable the User from further use of the Service.

Article 6 Prices and terms of payment

6.1. For using the Service, the User is required to pay a monthly fee according to the applicable Price list of the Service. The monthly fee for the use of the Service in the calendar month in which the use of the Service started respectively until the termination of the Contract is calculated for the whole month, regardless of the day of the month in which the service is activated or deactivated. The Service fee shall be charged through an invoice that MEGATREND shall issue after the expiration of the accounting period for that accounting period.

6.2. The User is obligated to pay to MEGATREND invoice in full until due date stated on the invoice. In the event of a delay with the payment of the invoice, MEGATREND has the right to charge statutory interest rate in accordance with the applicable regulations of the Republic of Croatia.

6.3. If the User does not settle in full the due debts according to the MEGATREND's invoice until the due date, MEGATREND has the right, after sending a written notice of payment (hereinafter: Notice), to temporarily suspend the provision of the Service. In that case, MEGATREND shall send to the User a Notice which contains a warning that MEGATREND will disable further use of the Service if the User does not settle all of his debts based on such invoice within the deadline specified in the Notice. If the User fails to pay the due debts in question within the period of the temporary suspension of the provision of the Service which will also be indicated in the Notice, MEGATREND has the right to permanently disable the use of the Service respectively to terminate the Contract with a written notice. MEGATREND shall not be responsible for any damages that may arise due to temporary or permanent suspension of the use of the Service, respectively termination of the Contract, which has occurred in accordance with the conditions defined in this Article. Furthermore, MEGATREND has the right to delete User data within 30 days from the date of the termination of the use of the Service.

6.4. MEGATREND shall deliver to the User MEGATREND's Price list for the Service.

6.5. MEGATREND is entitled to assign claims which it has against the User to third parties, banks and debt collection agencies, in the manner and in accordance with the applicable regulations, whereby the User does not bear the costs of assignment or any other charges that may arise from the assignment of the claim.

Article 7 Right of use

7.1. MEGATREND grants to the User a non-exclusive, contentually and timely limited, and non-transferable right of the use of the Service, including all software that the User shall use as part of the Service, solely for his own purposes.

7.2. In order to avoid any misunderstanding, the User does not acquire the right of ownership or any other right in respect to the Service and software referred to in the preceding Item of this Article except those rights of use that are explicitly mentioned in these Conditions.

7.3. The User is not authorized to modify, adapt, change, translate or create derivative works from the Service and software referred to in the Item 7.1 of this Article, and is not authorized to copy, distribute, install, connect with other software, reverse engineer, decompile or otherwise attempt to obtain source code of the application and/or the described software, develop or make new versions of the application and/or software referred to in the Item 7.1 of this Article, nor distribute, sublicense, or use it in any way other than it is expressly permitted by the preceding paragraph. The Service and software referred to in the Item 7.1 of this Article shall be considered exclusive and irrevocable ownership of MEGATREND respectively its licensors on which MEGATREND respectively its licensor, lays all the rights including the rights of use, sale, development and customization.

7.4. The User is responsible for reimbursement of all possible damages incurred to MEGATREND and all intellectual property right holders regarding claims, proceedings, debts, damages, costs and expenses arising from the request based on User's violation of the provisions of this Article, in particular patent rights, copyrights, licenses, trade secrets, trademarks or other intellectual property rights of third parties.

7.5. In the event that the claim has been filed or a proceeding has been initiated regarding the violation of the patent and/or copyrights, licenses, trade secrets, trademarks and/or other intellectual property holder's rights of third parties or MEGATREND or intellectual property right holder reasonable expect that such procedure shall be initiated regarding the Service and/or software from the Item 7.1 of this Article, MEGATREND may at its own cost take necessary and possible measures to avoid any violation or alleged violation of these rights in the further provision of the Service. This can be done in particular by modifying or replacing the relevant part of the Service referred to in the Item 7.1 of this Article or by regulating relationships in such a way that prevents the use of the rights that have been infringed or suspected to be violated.

Article 8 Guarantee Restrictions

8.1. MEGATREND provides to the Users the access to the Service owned by IBM. In case that the software used to provide Services and documentation, including technical data, is subject of any export control regulations of the United States of America, including U.S. Export Administration Act and related regulations or import/export regulations of other countries, the User undertakes to comply with such regulations.

8.2. The Service is provided to the User in final form, according to the principle („as is") and excludes any guarantee regarding any material or other defects of the Service. Any guarantee regarding deficiencies of the Service, performance, usability and similar is excluded. The User accepts that the access to the website used in providing Service may sometimes be interrupted or temporarily inaccessible or disabled due to site routine maintenance as well as for other reasons.

8.3. MEGATREND shall try to offer an applicative solution within the Service, but cannot guarantee that it is without flaws. IBM QRadar service information is available on the link http://www-03.ibm.com/software/sla/sladb.nsf/pdf/6916-05/$file/i126-6916-05_11-2016_en_US.pdf (IBM Terms of Use – SaaS Specific Offering Terms, IBM QRadar on Cloud), respectively the appropriate up to date versions of documents on the IBM Web sites.

8.4. The User accepts that the manufacturer IBM has the right to change his conditions of using the service IBM QRadar.

8.5. The Service is not intended for protection against theft of objects, alarming, alerting or for use in applications that protect human life or for performing actions that are necessarily performed without interruption, 24 hours a day, 365 days a year.

8.6. MEGATREND confirms that is authorized to assign an applicative solution to the User in the scope of the Service in accordance with the conditions defined in these Conditions.

8.7. MEGATREND is not responsible to the User for the damage caused by: (i) the inability to use applicative solution due to inadequate actions of the User; (ii) unavailability of the applicative solution caused by technical problems or force majeure; (iii) errors of the applicative solution; (iiii) inadequacy of services for the business purposes of the User. The User respectively the Responsible person undertake to announce to MEGATREND in writing works on their own infrastructure which directly or indirectly affects the

reliability and performance of the Service at least 7 working days in advance.

8.8. MEGATREND does not guarantee that the Service shall function without interruption at all times.

8.9. MEGATREND is not responsible for problems with accessing the administration site of the Service caused by error of IBM or internet service provider, User's PC or by problem caused by User's internet connection. MEGATREND is not responsible for any consequences that may arise from using the data from the Service by the User.

8.10. MEGATREND is not responsible to the User for the damages if, despite protection measures, occurs loss or destruction of data, unauthorized access, unauthorized changes, unauthorized disclosure or any other misuse, and especially when the above circumstances are caused by force majeure, equipment failure, misuse, influence of others licensed and unlicensed computer programs, viruses and other adverse effects.

8.11. In the event of any defects of the Service, the only legal remedies of the User are related to the request for providing user support, and other legal remedies are explicitly excluded to the fullest extent provided by the law. To the fullest extent provided law, all guarantees with respect to the Service are excluded, written, oral, express, implied, performance guarantees, suitability for use, and similar.

Article 9 Responsibility for the damage

9.1. For damages that may arise in the execution of MEGATREND's obligations stated in these Conditions, and which are caused by intent or gross negligence, the responsibility shall be unlimited.

9.2. In all other cases, total responsibility of MEGATREND for any damage caused to the User by the violation of MEGATREND's obligations arising out of these Conditions (by action or omission) is limited to the responsibility for ordinary (direct) damage to the maximum amount of the last monthly fee that the User has paid for use of the Service in accordance with these Conditions. Every responsibility of MEGATREND for indirect damage such as, but not limited to, negative damage or lost benefit and/or profit, intangible damage or violation of personal rights of any kind, respectively any indirect or consequential damage, loss of production, loss of data or similar, unnecessary costs, loss of data or claims of third parties, is excluded.

9.3. MEGATREND is not responsible for the effect or results that the User may have or which the User expects from using the Service.

Article 10 Updates

10.1. As the part of the Service, updates of the Service are envisaged in a way that support new version of the application that the User currently uses. These updates are designed to improve, repair or enhance the Service, and can have the form of bug fixes, enhancements of the functions, new modules or completely new versions.

10.2. The updates shall take place at regular and extraordinary intervals.

Article 11 Duration of contractual relationship

11.1. The Contract is concluded for an indefinite period of time, with the minimum contractual duration defined in the Request respectively the order. If the User has been granted a trial period for the use of the Service, the minimum duration of the Contract shall commence upon the first day after the expiry of such trial period. The trial period, if it is contracted, is defined in the Request, the offer respectively the order.

11.2. After MEGATREND accepts User's request respectively the order, the User shall be allowed to use the Service as soon as possible.

11.3. If the User has been granted a trial period for the use of the Service and if the User does not want to continue to use the Service after the relevant trial period, MEGATREND shall deactivate the service and the User data will be deleted within 30 days of the termination of use of the Service.

Article 12 Termination of contractual relationship

12.1. The User can cancel the Service at any time by sending a written notice to MEGATREND during regular business hours.

12.2. If the termination of the Contract on using the Service has happened prior to the expiration of the minimum duration of the Contract, whether the termination of the Contract was made at the request of the User or if the termination was due to non-payment or because of the violation of the User's obligations, the User shall be obliged to pay to MEGATREND a fee for the remainder of the compulsory duration of the Contract.

12.3. In addition to the right to temporarily and/or permanently suspend the use of the Service and the right to termination due to non-payment defined in Article 6.3 of these Conditions, each party may terminate the Contract with a written notification with immediate effect if the other party continues to violate respectively fails to fulfill its obligations stated in this Contract and/or fails to remove the consequences of any violation within 15 (fifteen) days after the receipt of the written notice in which that violation is mentioned.

12.4. MEGATREND has the right to terminate the Contract with immediate effect in the event that the User does

not comply with the Article 5 of these Conditions.

12.5. In the event of termination of the Contract due to violation of User's obligations from these Conditions, MEGATREND shall not be responsible for any damages that may arise to the User due to such termination of the Contract.

12.6. The right to terminate with immediate effect also exists in case that bankruptcy or similar proceedings is initiated or will be initiated against the other party.

12.7. The User cancels/terminates the Contract with a written notice to MEGATREND, sent to MEGATREND's headquarters, and MEGATREND by sending it to the User's address specified in the Request for the activation of the service, or to the last e-mail or postal address that the User has notified him pursuant to the Item 1.4 of these Conditions (clarification: the User is responsible for ensuring that the addresses submitted to MEGATREND in the Request or pursuant to Article 1.4 of these Conditions are true and that the e-mail address provided to MEGATREND in the Request or pursuant to Article 1.4 of these Conditions are valid and functional, and MEGATREND shall not suffer any consequences if the User does not receive/accepts the notification even though it has been sent to such address and all manifestations of the will that MEGATREND sends to such addresses shall be deemed to have been received on the third day of their submission and User not accepting such notice shall not postpone the performance of the legal effects of such notice).

12.8. It is necessary to inform the other party with a written notification about the cancellation/termination of the use of Service, within 95 days before the expiry of the minimum contractual period for using the Service, respectively 95 days before the expiration of the newly contracted period of the use of Services unless otherwise is indicated in these General conditions. The User shall be provided with a token and data retrieval instructions for the termination of data transmission (*events* and *flows*). Within 30 days from the date of application of token, the User can retrieve the data he wants to keep at his location.

12.9. The parties shall not be held responsible for the non-fulfilment of their obligations and for any damages incurred in connection with such failure, if the failure was due to the event of force majeure.

12.10. The User is required to pay all fees for Services provided up to the day of termination of the Contract.

12.11. The Contract can be terminated in other cases determined by the applicable regulations.

Article 13 Confidentiality

13.1. The parties cannot disclose confidential information relating to or connected to the Contract to unauthorized persons or any third party without prior written consent of the other party, which includes, but is not limited to commercial, financial, technical or strategic information that one party has entrusted to another for the duration of the Contract, and in particular, they cannot disclose the above information to the direct or indirect competitors of the other party.

13.2. The party that violates the obligation of confidentiality from this Article is responsible for all damages, without any limitations, caused to the other party as a result of the violation of the obligation of confidentiality of information.

13.3. Neither party is responsible for disclosure or use of confidential information that:
- are already known or become known to the public, except in the case of violation of the Contract or
- must be disclosed pursuant to the law, in accordance with the request of the competent authorities.

13.4. The provisions of this Article shall remain in force permanently.

Article 14 Assignment

14.1. This Contract is binding to the contracting parties and their universal legal successors. Neither party is entitled, without the prior written consent of the other party, to assign this Contract to any third party. MEGATREND and the User agree that the above mentioned written consent, especially in the case of assignment to affiliated companies, shall not be denied without a valid reason.

Article 15 Partial nullity

15.1. If any of the provisions of these Conditions becomes unlawful, invalid or unenforceable in any aspect pursuant to the applicable regulations, it shall not affect the lawfulness, validity or enforceability of other provisions of these Conditions.

15.2. MEGATREND, its licensor and the User agree that the provision which becomes unlawful, improper or unenforceable shall be replaced by a lawful, valid or enforceable provision by their mutual agreement, which according to its economic purpose and MEGATREND's and User's intent shall correspond to the provision which has become illegal, invalid or unenforceable.

Article 16 Force Majeure

16.1. MEGATREND and the User are not responsible for failing to fulfill any obligation stated in this Contract if the failure is caused by force majeure (defined as an event outside the control of the contracting parties and independent of their will) that directly affects the fulfillment of the obligations of the contracting parties

under this Contract, and which cannot be caused by negligence of the contracting party, since the contracting party could not foresee, prevent, avoid or remove such conditions, provided that the affected party has informed the other party in accordance with this Item of Conditions.

16.2. Events of force majeure include, but they are not limited to:
  a) natural disasters
  b) war, rebellion, riots or warfare
  c) strike, work deceleration, boycott or other industrial actions, embargoes, restrictions, etc.

16.3. In case of force majeure, the affected party shall do everything to fulfill its obligations from the Contract. If the force majeure makes impossible the fulfillment of a part of the Contract and if that part is not essential for execution of the Contract as a whole, the affected party shall continue to fulfill its obligations in the part not affected by force majeure.

16.4. The party affected by force majeure must immediately inform the other party in writing form, stating which of its obligations cannot fulfill due to force majeure, with an assessment of the period in which it shall not be able to fulfill its obligations. A party affected by the force majeure must inform the other Party immediately after the termination of the force majeure.

16.5. If the events estimated as the force majeure occur, the deadlines specified in Contract shall try to be adjusted by bilateral agreement between the parties, but if the force majeure lasts more than 30 (thirty) days, the parties may terminate the Contract with immediate effect, after one party in written form informs the other.

Article 17 Relevant law and Settlement of disputes

17.1. These Conditions are regulated and interpreted in accordance with the regulations of the Republic of Croatia.

17.2. MEGATREND and the User agree to settle all disputes arising out or in connection with these Conditions by mutual consent. In case of failure, court in Zagreb shall be competent for settling disputes.

Article 18 Final provisions

18.1. These Conditions are replacing all prior oral or written conditions, and other direct or indirect arrangements between MEGATREND and the User regarding the content regulated by these Conditions.

18.2. MEGATREND shall deliver to the User these Conditions and valid price list for the Service, prior to the conclusion of contractual relationship.

18.3. Existing regulations of the Republic of Croatia shall apply on all mutual relations between MEGATREND and the Users that are not regulated by these Conditions.

18.4. MEGATREND reserves the right to modify these Conditions of use and price respectively price list for the Service, about which shall timely and properly inform the User (by e-mail or, for example, by publishing it on the official MEGATREND website). In case that changes of Conditions of use and price respectively price list of the Services are less favourable for the User, the User has the right not to accept such changes and within 30 days from the receipt of the notice, terminate the Contract by written notification of immediate effect, in which case he is obliged to settle his obligations for the Services provided till the day of termination of the Contract. It implies that the User has received the notification within 3 days of sending an e-mail to the User's e-mail address stated on the Request, respectively the last e-mail address that the User has submitted to MEGATREND in accordance with Article 1.6 of these Conditions.

Zagreb, 18 July 2017

Attachment 1 – Specification of the Service

 Description and the content of the Service:

The IBM QRadar on Cloud offering delivers an advanced security intelligence solution from the IBM Cloud based on the IBM Security QRadar SIEM product. It allows Clients to collect, correlate, and store events generated from both on premise and cloud environments and perform security and threat management as they would do with a QRadar SIEM product deployed on premise. As part of the offering, IBM also provides infrastructure monitoring on a 24x7 basis and applies the latest software level or critical patches whenever they are available.

1. IBM QRadar on Cloud Basic Service
This IBM SaaS offering includes initial cloud infrastructure deployment, on-going cloud infrastructure monitoring and software maintenance, Client change requests or issues handling, and 1000 EPS capacity for collecting and processing log events.
2. Optional Features
2.1 IBM QRadar on Cloud 1K EPS Upgrade
This offering is a service upgrade providing an additional 1000 EPS capacity for collecting and processing log events. Client can purchase multiple units of this upgrade, up to the maximum EPS level the offering can support.
2.2 IBM QRadar on Cloud 1K EPS Temporary Upgrade
This offering is a service upgrade providing an additional 1000 EPS capacity for collecting and processing log events, but only for a temporary number of months. Client can purchase multiple units of this upgrade, up to the maximum EPS level the offering can support. The intention of this part is to enable a Client who requires coverage during "spike" occasions during the year to meet those requirements via a temporary capacity upgrade. At the end of the term length, these temporary capacity increase amounts will be removed from the Client's environment.
2.3 IBM QRadar on Cloud Data Capacity 1K EPS Upgrade
The data capacity upgrade adds additional storage and expands analysis. The capacity upgrade provides clients with up to 1 full year of stored data.
IBM QRadar on Cloud Flows Add-On
Integrates with IBM QRadar SIEM and flow processors to provide Layer 7 application visibility and flow analysis to help you sense, detect and respond to activities throughout your network.
2.4 IBM QRadar on Cloud Flows Add-On
The collector and the processor are deployed as software on the Client Data Gateway. Data is streamed to the hosted environment where it is available for correlation and display in the portal. The collector processes external flow data providing layer 3 network visibility.
2.5 IBM QRadar on Cloud Vulnerability Management Add-On
Proactively senses and discovers network device and application security vulnerabilities, adds context and supports the prioritization of remediation and mitigation activities.

*More info about service functionallity on https://www.ibm.com/in-en/marketplace/hosted-security-intelligence

Attachment 2 – Contact

1. MEGATREND POSLOVNA RJEŠENJA Lld. (d.o.o.)
a) tel: 01 4091 303
b) fax: 01 4091 379
c) e-mail: qradar@megatrend.com
d) Web site: qradar.megatrend.com/en