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## ICT Spending Proposal

s. 22(1)(a)(ii)

Date: 10 October 2023

s. 22(1)(a)(ii)

4

### PROCUREMENT OF WEBIQ VOYAGER DARKCLOUD SUBSCRIPTION SOFTWARE LICENSES

#### Timing

**s. 22(1)(a)(ii)**

#### Purpose

1. This spending proposal seeks the:

- s. 22(1)(a)(ii)
- PGPAAs23 (3) ICT Software / ICT Cloud Services delegate to approve this proposed commitment of relevant money for € 47,250.00 (no GST) (equivalent to approximately AUD \$77,881.50 (NO GST as of 19 September 2023) for sixty (60) accounts and three (3) instances (teams) with all the standard datasets plus Atlas datasets from WebIQ Voyager DarkCloud, as a limited tender procurement below the relevant procurement threshold.
- PGPAAs60 delegate, to grant the indemnity in accordance with the Accountable Authority Instructions

#### Background

2. Your approval is being sought as the ICT Software / ICT Cloud Services delegate under the Accountable Authority Instructions and the Department's Financial Delegations Schedule'.
3. s. 22(1)(a)(ii)
4. s. 22(1)(a)(ii)

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5. s. 22(1)(a)(ii)  
6.  
7.

#### Issues

8. s. 22(1)(a)(ii)

#### Method of Procurement

9. The value of this procurement is below the relevant procurement threshold and is not subject to the additional procurement rules of Division 2 of the CPRs. In this instance a Limited Tender procurement process was undertaken involving a direct approach to WebIQ.
10. On this occasion, a direct approach to WebIQ will be undertaken for the following reasons:
- An initial market scan and evaluation of the tool found it to meet business requirements of the Intelligence Division.
  - The Procurement and Panel Management Section undertook research, and determined that WebIQ is not on any Commonwealth Panel and does not engage resellers within Australia. A direct approach will deliver better value for money as WebIQ are the only provider of these DarkCloud services.

#### Services and Requirements

11. The goods and/or services to be obtained as part of this procurement are detailed in the agreement with prices of **Attachment A**, the EULA of **Attachment B**, and the terms and conditions of **Attachment C**.

#### Contract Term

12. The term of engagement is from 1 November 2023 to 31 October 2024.

#### Cost

13. The total cost of the contract is for € 47,250.00 (no GST) (equivalent to approximately AUD \$77,881 (NO GST) as of 10 October 2023).

14. s. 22(1)(a)(ii)

15. Should the Department continue maintenance and support beyond the initial term, it will incur a future sustainment cost.

16. s. 22(1)(a)(ii)

17. There is no ongoing sustainment cost for Sourcing and Vendor Management Branch.

## Funds Availability

18. This spending proposal includes amounts payable beyond the current financial year:

|                |                                            |
|----------------|--------------------------------------------|
| Financial Year | s. 22(1)(a)(ii)                            |
| 2023-2024      | €35,437.50 (equivalent to AUD \$51,921.00) |
| 2024-2025      | €11,812.50 (equivalent to AUD \$25,960.50) |
| Total          | €47,250.00 (equivalent to AUD \$77,881.50) |

s. 22(1)(a)(ii)

## Value for Money

21. Value for money can be demonstrated by:

- The business area have reviewed the quote, assessed it against the evaluation criteria and it represents value for money.
- The resellers provided by WebIQ contacts are not on the DTA Buy ICT Portal and would incur an additional 10% extra on the total price.
- WebIQ is already being utilised by Home Affairs and the risks associated with this procurement are low given the software application is already in use within the Department.

## Risk Assessment

s. 22(1)(a)(ii)

## Procurement Policies

25. This procurement was conducted in accordance with the Procurement Connected Policies and the Department's Procurement Policy Framework at Appendix 2.

Consultation

26. The following areas have been consulted:

- s. 22(1)(a)(ii)

Recommendation

That as:

- cost centre manager for cc s. 22(1)(a)(ii) (managed by the Intelligence Technology Section), you confirm that the required funds € 47,250.00 (NO GST) (equivalent to approximately AUD \$77,881.50 (NO GST as of 10 October 2023) are available for this procurement

Approved ☒ Not Approved ☐

s. 22(1)(a)(ii)

Director

Intelligence Technology Section

...10... / ...10... / 2023

- PGPAAs23(3) ICT Software / ICT Cloud Services delegate to approve this proposed commitment of relevant money for € 47,250.00 (no GST) (equivalent to approximately AUD \$77,881.50 (NO GST as of 10 October 2023) for 60 accounts and three instances (teams) with all the standard datasets plus Atlas datasets from WebIQ Voyager DarkCloud, as a limited tender procurement below the relevant procurement threshold; and
- PGPAAs60 delegate, to grant the indemnity in accordance with the Accountable Authority Instructions

s. 22(1)(a)(ii)

Procurement Officer

Procurement & Panel Management

...11... / ...10... / 2023

Approved ☐ Not Approved ☐

s. 22(1)(a)(ii)

A/g Assistant Director

Procurement & Panel Management

..... / ..... / 2023

Contact Officer: s. 22(1)(a)(ii)

Position: Assistant Director

Division, Branch: Intelligence Technology Section, Mission Management Branch

Attachments:

- A. Agreement with prices
- B. WebIQ EULA
- C. WebIQ Terms and Conditions

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## APPENDIX 1 - RISK ASSESSMENT

NOTE: If the overall risk rating is HIGH you will need to complete a Risk Assessment see:  
<https://bordnet.immi.local/corporate/legal/risk-assurance/risk-management>

| Likelihood Scales                                                                                                                                               |                                                                                                                                                                                                           |                                                                    | Likelihood | Home Affairs Risk Matrix |               |        |          |        |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------|--------------------------|---------------|--------|----------|--------|--------|
| CHANCE<br>Qualitative assessment of likelihood                                                                                                                  | FREQUENCY<br>the rate at which something occurs or is repeated over a given sample rate                                                                                                                   | PROBABILITY<br>a statistical or actuarial assessment of likelihood |            | Risk Matrix              | CONSEQUENCE   |        |          |        |        |
|                                                                                                                                                                 |                                                                                                                                                                                                           |                                                                    |            |                          | Insignificant | Minor  | Moderate | Major  | Severe |
| The event and its consequences are expected to occur in most circumstances/ has occurred in Department in the last year                                         | Has occurred 9 or 10 times in the past 10 years in this organisation or circumstances are in train that will almost certainly cause it to happen                                                          | >95%                                                               |            | Almost Certain           | Low           | Medium | High     | High   | High   |
| The event and its consequences will probably occur in most circumstances/ has occurred in Department in the past                                                | Has occurred more than 7 times over 10 years in this organization or in other similar organizations or circumstances have such that it is likely to happen in the next few years                          | >65%                                                               |            | Likely                   | Low           | Medium | Medium   | High   | High   |
| The event and its consequences might occur at some time in most circumstances/ has occurred at least once in the Department                                     | Has occurred in this organization more than 3 times in the past 10 years or occurs regularly in similar organizations or is considered to have a reasonable likelihood of occurring in the next few years | >35%                                                               |            | Possible                 | Low           | Low    | Medium   | High   | High   |
| The event and its consequences is not expected to occur in most circumstances/ has not occurred in the Department but has occurred in other government entities | Has occurred 2 or 3 times over 10 years in this organization or similar organizations                                                                                                                     | <35%                                                               |            | Unlikely                 | Low           | Low    | Low      | Medium | High   |
| The event and its consequences will only occur in exceptional circumstances/ is possible, but is not known to have occurred in the past                         | Has occurred or can reasonably be considered to occur only a few times in 100 years                                                                                                                       | <5%                                                                | Rare       | Low                      | Low           | Low    | Medium   | Medium |        |

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| Item | Risk            | Cause | Likelihood | Consequence | Treatment | (Final) Risk Level |
|------|-----------------|-------|------------|-------------|-----------|--------------------|
| 1.   | s. 22(1)(a)(ii) |       |            |             |           |                    |
| 2.   |                 |       |            |             |           |                    |
| 3.   |                 |       |            |             |           |                    |
| 4.   |                 |       |            |             |           |                    |

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## APPENDIX 2 – COMPLIANCE CHECKLIST

|                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Procurement Connected Policies                                                                                                                                                                                                  | <input type="checkbox"/> Indigenous Procurement Policy<br><input type="checkbox"/> Workplace Gender Equality Procurement Principles<br><input type="checkbox"/> Australian Industry Participation Plans<br><input type="checkbox"/> Building Code 2013                                                                                                                                         |
| Was a Procurement Plan previously signed off by the PGPAAs23 (3) Delegate?                                                                                                                                                      | <input type="checkbox"/> NO – This procurement is for a standard ICT product/service<br><input type="checkbox"/> NO – This procurement utilises an existing arrangement<br><br><input checked="" type="checkbox"/> YES – Detail name of delegate and date of approval and/or file reference:<br>s. 22(1)(a)(ii) (cost centre delegate) 15/09/2023<br>s. 22(1)(a)(ii) (ICT delegate) 18/09/2023 |
| Has the relevant cost centre manager confirmed verbally or in writing (commensurate with scale and scope of the arrangement) that there is funding available to cover the proposed expenditure?                                 | <input checked="" type="checkbox"/> YES – Refer to RECOMMENDATION section                                                                                                                                                                                                                                                                                                                      |
| Does the procurement involve spending beyond the current financial year (current appropriation*)?<br><br>*Current appropriations are approved by Parliament or is part of a bill that is before the Parliament. Eg Budget Bill. | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to FUNDS AVAILABILITY section                                                                                                                                                                                                                                                                                   |
| Does the value of the procurement exceed \$200,000 (GST inclusive) and involve spending beyond the current appropriations?                                                                                                      | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – the FUNDS AVAILABILITY ASSESSMENT is attached.                                                                                                                                                                                                                                                                        |
| Does the arrangement (contract) involve prepayments over \$20,000 (GST inclusive)?                                                                                                                                              | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to PREPAYMENT section                                                                                                                                                                                                                                                                                           |
| Does this procurement comply with the Digital Transformation Agency's <a href="#">Digital Sourcing Contract Limits and Reviews Policy</a> ?                                                                                     | <input checked="" type="checkbox"/> YES – the initial contract term is <3 years, each extension option is <3 years, and the whole of life cost is <\$100M, including extensions.<br><input type="checkbox"/> YES – it is automatically exempt from this policy as it is from a mandatory category of a mandatory Whole of Government panel.                                                    |
| Were Consider First and Fair Criteria Assessments undertaken?                                                                                                                                                                   | <input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> YES – TRIM <a href="#">ADF20</a>                                                                                                                                                                                                                                                                                |
| Is the arrangement (contract) for ICT Hardware, ICT Software and/or Cloud Services?                                                                                                                                             | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to RECOMMENDATION section                                                                                                                                                                                                                                                                                       |

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|                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Is the resulting contract formed under the terms and conditions of the Whole of Government SAP, IBM or Oracle arrangements?                                                                                                       | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES<br><br>If yes:<br><br>Has the DTA been consulted to confirm if other Whole of Government participants have entitlement to release?<br><input type="checkbox"/> NO<br><input type="checkbox"/> YES<br><br>Has the DTA Aggregated Cap Program (ACP) been reviewed as an option for purchase?<br><input type="checkbox"/> NO<br><input type="checkbox"/> YES<br><br>Has the IBM Cross Brand Allotment (CBA) balance been reviewed for opportunities to fund this purchase?<br><input type="checkbox"/> Not applicable<br><input type="checkbox"/> NO<br><input type="checkbox"/> YES |
| Is the Procurement for a Sponsorship?                                                                                                                                                                                             | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Does the arrangement (contract) involve Official Travel (domestic or international)?                                                                                                                                              | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES –refer to RECOMMENDATION section                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Does the arrangement (contract) involve Official Hospitality involving Home Affairs officials?                                                                                                                                    | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Does the arrangement (contract) involve Home Affairs providing an indemnity, guarantee or warranty to the Contractor?                                                                                                             | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to RISK ASSESSMENT and RECOMMENDATION sections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Is this procurement for Consultancy Services?                                                                                                                                                                                     | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – The consultancy must be reported with only one of the following three reasons. If there are multiple reasons, you should select the most appropriate reason:<br><input type="checkbox"/> need for independent research or assessment<br><input type="checkbox"/> need for specialised or professional skills<br><input type="checkbox"/> skills currently unavailable within the Department.                                                                                                                                                                                    |
| Did the evaluation process depart from the approved evaluation plan in any way, were there any conflicts of interest identified throughout the procurement process or were there any other ethical or probity issues encountered? | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – refer to the EVALUATION REPORT attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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## DarkCloud Agreement | Web-IQ B.V.

3 March 2023

### The Parties:

Web-IQ B.V., located at s. 47F(1) and registered with the Dutch Chamber of Commerce at number 53250036, in this matter duly represented by Mr. s. 47F(1) in his capacity of CEO (hereinafter referred to as ["Web-IQ"]);

And

Home Affairs Australia located at 6 Chan Street, Belconnen Act 2616, in this matter duly represented by s. 22(1)(a)(ii) in the capacity of Director (hereinafter referred to as ["Customer"]);

Hereinafter collectively referred to as "**Parties**" and individually as "**Party**";

### Take into consideration:

- Web-IQ develops high-end Open Sources Intelligence (OSINT) solutions for governments, law enforcement agencies and financial institutions;
- DarkCloud is one of these OSINT solutions and is being offered by Web-IQ as a service;
- Customer wishes to make use of the services offered by Web-IQ, which Web-IQ is willing to provide;
- The Parties will, in the light of the above, lay down the terms and conditions applying with regard to agreed services to be provided by Web-IQ in the agreement and related attachments.

### And agree as follows:

#### 1. Formation of and attachments to the agreement

- 1.1. The agreement shall come into existence by signing of the agreement by both Parties and shall enter into force on 01 November 2023 ["Effective Date"].
- 1.2. The following attachments are part of the agreement:
  1. the Data Processing Agreement
  2. the General Terms and Conditions
- 1.3. The documents referred to in Section 1.2 shall be deemed to be attachments to the agreement and shall form part thereof.

#### 2. Description of Services

- 2.1. Pursuant to this agreement, Web-IQ will provide the following services to Customer. The provisions below relate to the services to be provided as part of the DarkCloud:

#### *DarkCloud*

DarkCloud includes the use of the Voyager Intelligence Platform. This platform developed and owned by Web-IQ continuously crawls data from the darknet and automatically analyses this data in order to provide insights, alerting and searches via Web-IQ's intuitive user interface.

All Voyager components and plugins are available and new innovations and features that will be developed within the term of this contract will automatically be made available to the Customer.

Capacity of this platform fits the discussed use cases and is managed by Web-IQ's operational team. In the case of future new demands, specifications may be extended, and extra capacity can be arranged at a reasonable cost.

s. 22(1)(a)(ii)

These datasets will be updated on a daily basis. Customer will have the updates available via this cloud solution every following day. Other darknet or clear web data that is of specific interest to you, can be made available to the system and your team based on a fair use policy.

#### *Open Language Intelligence*

One language pair of your choice is included

#### *Optional services*

Customer can also make use of several optional services, including:

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

*Support & Training*

Our Web-IQ team is continuously studying darknet developments using our own technology, but also in close co-operation with our customers and partners. Customer acquires, by entering this agreement, access to this knowledge and data. Our team has reserved 96 hours to support your team in knowledge, cases and configurations. If desirable, our team can give an on-site or remote training to the persons new to DarkCloud. A remote training is included in the price. If Customer wishes to have an on-site training, s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

#### 4. Privacy

- 4.1. Privacy is of great importance to Web-IQ. During and after the execution of the agreement, Web-IQ shall take into account the privacy interests of the Customer and those involved. Web-IQ will at all times treat personal data provided by the Customer with care.
- 4.2. This agreement and the services to be provided are governed by the Data Processing Agreement, set forth in attachment 1 to this agreement.

## 5. Confidentiality

- 5.1. The Parties will treat the information they provide each other before, during or after the performance of this agreement as confidential if such information has been marked confidential or if the receiving party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third party they have engaged to perform the agreement.
- 5.2. Without written consent, both Parties will refrain from external communications regarding this agreement and collaboration.

## 6. Term

- 6.1. This agreement shall enter into force on the Effective Date for a period of one year.

## 7. Miscellaneous provisions

- 7.1. The agreement and the attachments are subject to Dutch law.
- 7.2. All disputes that may arise between Web-IQ and the Customer shall be submitted to the competent court in the district where Web-IQ has its registered office.

### Thus signed:

#### Web-IQ B.V.

Name

s. 47F(1)

Job title

CEO

Date

11 October 2023

Signature

s. 47F(1)

#### Home Affairs Australia

Name

s. 22(1)(a)(ii)

Job title

Director

Date

10 October 2023

Signature

s. 22(1)(a)(ii)

## Attachment 2. End User License Agreement | Web-IQ B.V.

19 September 2023

### Article 1. Definitions

All capitalized definitions in this EULA, both plural and singular, are defined as indicated in this article.

- 1.1. **Customer:** any natural or legal person acting in exercise of their profession or business that enters into an agreement with Web-IQ.
- 1.2. **End User:** the natural person who has obtained access to the Software and uses the functionalities of the Software under the Customer's responsibility.
- 1.3. **EULA:** this end user license agreement between Web-IQ and End User.
- 1.4. **Intellectual property rights:** all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.
- 1.5. **License:** the non-exclusive, non-transferable, and non-sublicensable right of use that has been granted by Web-IQ to the End User with a view to the use of the Software.
- 1.6. **Main Agreement:** the DarkCloud agreement to which this EULA is an attachment.
- 1.7. **Party:** End User and Web-IQ, jointly (plural) or separately (singular).
- 1.8. **Software:** the Voyager Software, developed by Web-IQ and with the specifications as described in the Main Agreement.
- 1.9. **Third-Party:** a party that is not a principal party to the Main Agreement or Attachments thereto.
- 1.10. **Web-IQ:** Web-IQ B.V., established at S. 47F(1) and registered with the S. 47F(1) ' under number 53250036.
- 1.11. **Written or In Writing:** Where the EULA refers to "written" or "in writing", this also includes email communication provided that the identity of the sender and the integrity of the content can be adequately established.

**Article 2. Conclusion and performance of the EULA**

- 2.1. The EULA shall enter into force at the date agreed upon in the Main Agreement.
- 2.2. The license for the Software will remain in force for the duration agreed upon in the Main Agreement.
- 2.3. Web-IQ will provide End User with the necessary instructions to activate the Software as soon as possible after the EULA has been concluded.

**Article 3. Grant of license**

- 3.1. Upon conclusion of the EULA and in consideration of the applicable fees, Web-IQ hereby grants End User a right to use the Software for the duration of the license. This right is limited to use by End User within the Customer's company.
- 3.2. This license does not include the right to sublicense, sell or otherwise multiply or disclose the Software in any way. Every license is personally assigned to one person and may only be used by that person.
- 3.3. It is expressly forbidden to:
- reverse engineer the source code of the Software or to decompile the Software, except to the extent permitted by mandatory law or applicable open source license;
  - provide copies of the Software to third parties;
  - sublicense the Software or otherwise make available the Software to third parties, including by rental, Software-as-a-Service models or otherwise;
  - modify the Software, except to the extent permitted by mandatory law;
  - remove indications of Web-IQ as copyright holder of the Software or to remove or render illegible any part thereof.

**Article 4. Use and misuse**

- 4.1. It is prohibited to use the Software in a manner that is in violation of the EULA or applicable laws and regulations. Additionally, using the Software in a manner that may cause hindrance or loss and/or damage to Web-IQ or any third party is expressly not permitted.
- 4.2. Unless End User has a legal ground to do so, End User shall not access, store, distribute or transmit any material during the course of its use of the Software that:

- a) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;
- b) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unsolicited communications;
- c) contains hyperlinks, torrents or similar information of which End User is aware or should be aware that it refers to material that infringes third-party rights;

4.3. Before, during and after Voyager is used by End User, any result used will be End User's and Customer's sole responsibility. Web-IQ will not in any way be responsible nor liable for any consequence of Customer or its end users using the Software.

4.4. If Web-IQ determines that End User has violated the EULA or applicable laws and regulations, or receives a complaint in this regard, Web-IQ may take measures to end the violation. These measures may include the suspension or termination of access to the Software.

4.5. End User will follow all reasonable instructions issued by Web-IQ related to the use of the Software.

4.6. The EULA terminates automatically and immediately in case Customer enters into bankruptcy, applies for a suspension of payments, Customer's assets are seized, or in case Customer's company enters into liquidation, legal dissolution or winding-up.

## **Article 5. Privacy**

5.1. End User warrants and represents that any submission or uploading of (personal) data in the Software is lawful and that the processing of such data is in accordance with the applicable privacy laws and regulations.

5.2. End User must register to use the Software. During registration Web-IQ processes certain of End User's personal data, including but not limited to contact details such as e-mail addresses. This personal data is only used for the execution of the EULA.

5.3. Personal data will be deleted when it is no longer necessary for execution of the EULA, unless applicable law demands that the data is retained for a longer period. Consult the privacy policy on Web-IQ's website for more information.

**Article 6. Intellectual property**

- 6.1. All Intellectual Property Rights, titles and interest to the Software, the accompanying documentation and all modifications and extensions thereto rest and remain with Web-IQ. End User only has the rights and permissions explicitly granted to End User by the EULA or granted in writing otherwise. End User may not use, copy, distribute or publish the Software in any other manner.
- 6.2. The Software comprises third-party open source Software. The respective third-party rights holders grant End User the rights indicated in the applicable open source licenses. Web-IQ is prepared to make these licenses available on request. This EULA does not apply to this open source Software, and nothing in the EULA shall be construed as a limitation of any right granted to End User under an open source license.

**Article 7. Availability and updates**

- 7.1. Web-IQ endeavours to make the Software available at all times and will use its best efforts to investigate any reported bugs as soon as is practical and to repair such bug or create a workaround (but may delay repairing bugs with limited impact until the next planned update).

**Article 8. Confidentiality**

- 8.1. The Parties will treat as confidential the information they provide to each other before, during or after the performance of the EULA if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. These provisions continue to apply after the EULA ends for any reason whatsoever and for as long as the disclosing Party has the right to invoke the confidential nature of the information.
- 8.2. Each Party shall use the same degree of care in protecting the confidential information of the disclosing Party as it uses in protecting its own confidential information, but in no event less than reasonable care.
- 8.3. Web-IQ reserves the right at all times to use the knowledge increased by the performance of the EULA for other End Users to the extent this does not involve confidential information of End User.
- 8.4. End User represents and warrants that, except with prior permission in writing from Web-IQ, Web-IQ and its personnel will not be exposed as the developer of the Software to any third party, unless when required by law, a court or any governmental or regulatory authority. End User will indemnify and hold

Web-IQ harmless from any and all reasonable, direct costs, expenses, claims, charges, damages and fees that may arise from a breach of this article.

**Article 12. Term and termination**

- 12.1 The license for the Software will remain in force for the duration agreed upon in the Main Agreement.
- 12.2 Without prejudice to any other rights and remedies hereunder, Web-IQ shall be entitled to terminate the EULA if End User commits a breach of any of its obligations under this EULA and such breach is irremediable or – if such breach is remediable – End User fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
- 12.3 The termination of this EULA shall not relieve either Party of the obligation to pay any fees accrued or payable to the other Party prior to the effective date of termination.

**Article 13. Miscellaneous terms**

- 13.1 Web-IQ will be authorised, at any time, to assign, novate or otherwise transfer the EULA and all its rights and obligations arising therefrom to a third party that acquires the business operations to which the EULA is subject, without the need for End User prior consent.

## Attachment 3. Terms and conditions | Web-IQ B.V.

19 September 2023

These General Terms and Conditions apply to every offer or proposal submitted by Web-IQ in respect of its services and form an integral part of every agreement between Web-IQ and the Customer. Provisions or terms and conditions stipulated by the Customer which differ from or do not appear in these General Terms and Conditions will only be binding upon Web-IQ if and to the extent that they have been explicitly accepted by Web-IQ in writing.

### Article 1. Definitions

- 1.1. **AVG:** Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- 1.2. **Customer:** any natural or legal person acting in exercise of their profession or business that enters into an agreement with Web-IQ, including anyone who uses the Services on Customer's behalf.
- 1.3. **Customization:** the (supplementary) modules developed specifically for the Customer for the use of the Software and which form part of the Software.
- 1.4. **Effective Date:** the date on which the Main Agreement becomes effective and on which the delivery of the service commences.
- 1.5. **End User(s):** the natural person who has obtained access to the Software and uses the functionalities of the Software under the Customer's responsibility.
- 1.6. **General Terms and Conditions:** the provisions set out in this document.
- 1.7. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
- 1.8. **License:** the non-exclusive, non-transferable and non-sublicensable right of use that has been granted by Web-IQ to the Customer with a view to the use of the Software.
- 1.9. **Maintenance:** all Services to be performed by Web-IQ intended to lead to lasting optimal operation of the Software and releasing of Updates with regard to the Software, including but not limited to installing those Updates.
- 1.10. **Main Agreement:** agreement in which the services provided by Web-IQ are outlined.
- 1.11. **Minor Updates:** modifications and updates in the Software in connection with bug fixing, improving the functionality and/or correcting errors.
- 1.12. **Party:** Customer and Web-IQ, jointly (plural) or separately (singular).
- 1.13. **Services:** the service(s) that Web-IQ will perform for the Customer, set out in the Main Agreement.
- 1.14. **Software:** the Software as developed by Web-IQ and with the specifications as described in the Main Agreement.
- 1.15. **Support:** all actions to be performed by Web-IQ in connection with supporting the communication between the Parties and the performance of the Software, including but not limited to answering the Customer's questions concerning the operation of the Software.
- 1.16. **Web-IQ:** Web-IQ B.V., established at S. 47F(1) and registered with the Chamber of Commerce under number 53250036.

### Article 2. Formation of the Entire Agreement and order of priority

- 2.1. The Entire Agreement is formed by the written acceptance by the Customer.

- 2.2. If the Customer does not explicitly indicate that it agrees to the proposal or the offer, but nevertheless agrees to Web-IQ carrying out work that falls within the scope of the description of Services, or gives rise to that impression, the proposal shall be deemed to be accepted. The same applies if the Customer requests Web-IQ to carry out certain work, without waiting for a formal proposal to be made.
- 2.3. Proposals of Web-IQ are non-binding and are valid for the term stated in the proposal. If no term is stated, the proposal shall be valid until thirty (30) days after the date on which the proposal is issued.
- 2.4. If the information provided by the Customer at the time of the application for the Main Agreement turns out to be incorrect and/or incomplete, Web-IQ has the right to adjust the prices accordingly.
- 2.5. In the event of a conflict between the provisions of the Main Agreement, the General Terms and Conditions or appendices thereto, the following order of priority will apply:
- a. the Main Agreement;
  - b. any data processor's agreement that has been concluded;
  - c. End User License Agreement;
  - d. these General Terms and Conditions.

Together, these documents form the "Entire Agreement".

### **Article 3. Performance of the Entire Agreement**

- 3.1. Web-IQ will provide the Services to Customer in accordance with the Main Agreement from the Effective Date.
- 3.2. Any delivery periods specified by Web-IQ shall in no event be regarded as statutory limit. However, Web-IQ shall make every effort to meet the mentioned delivery periods. If it appears that Web-IQ will not meet the delivery period in question, Web-IQ will, to the extent possible, inform Customer of this.
- 3.3. If and where required for the proper performance of the Entire Agreement, Web-IQ is authorized to have certain activities performed by third parties. Any unforeseen additional costs relating to the above will only be borne by the Customer if this has been agreed upon in writing in advance. These General Terms and Conditions also apply to the activities performed by third parties within the framework of the Entire Agreement.
- 3.4. Any changes to the Entire Agreement, either at the request of the Customer or as a result of the fact that an alternative performance is required, regardless of the circumstance causing this, will be considered to be contract extras if they involve additional costs. These contract extras will be invoiced to the Customer accordingly.

### **Article 4. Obligations of the Customer**

- 4.1. The Customer represents and warrants that, except with prior permission in writing from Web-IQ, Web-IQ and its personnel will not be exposed as the developer and supplier of the Software to any third party, unless when required by law, a court or any governmental or regulatory authority. Customer will indemnify and hold Web-IQ harmless from any and all reasonable, direct costs, expenses, claims, charges, damages and fees that may arise from a breach of this article.
- 4.2. The Customer is obliged to do and refrain from doing everything that is reasonably required and desired to facilitate the correct and timely performance of the Entire Agreement. In particular, the Customer shall ensure that all information, of which Web-IQ indicates that it is required or with regard to which the Customer can reasonably understand that it is required for the provision of the Services, is made available to Web-IQ in time. The period within which Web-IQ is required to perform

the Entire Agreement will not commence until all the data that Web-IQ has requested and requires have been received.

- 4.3. The Customer shall designate a permanent contact person and provide the latter's contact details to Web-IQ. The contact person shall act as focal point for consultation concerning all aspects of the Entire Agreement.
- 4.4. Web-IQ shall always be informed without delay of any changes of the contact persons or the contact details that are relevant for the performance of the Entire Agreement.
- 4.5. The Customer itself shall be responsible for checking the data that is entered by the Customer by means of the Services. This check shall include – but not be limited to – checking the quality, accuracy, readability and completeness. Web-IQ shall never be liable for loss or damage due to data supplied incorrectly or incompletely or incorrectly processed data as a result thereof.

#### **Article 5. Grant of License**

- 5.1. Web-IQ hereby grants to the Customer, for the term and subject to the terms and conditions of the Entire Agreement, a License for the use of the Software. The terms and conditions apply automatically if the Customer uses the Software.
- 5.2. The Customer is expressly not permitted to sell, rent out, transfer, grant or otherwise make available to third parties any rights with regard to the Software. In derogation from the above, the Customer is permitted to make the Software available to End Users for the use of the Software. Every license is personally assigned to one End User and may only be used by that End User.
- 5.3. The following is also not permitted:
  - a. to reverse engineer the source code of the Software or to decompile the Software, except where this is permitted pursuant to mandatory law;
  - b. to give a copy of the Software to third parties;
  - c. to sublicense or make the Software available to third parties by means of rental, Software-as-a-Service constructions or otherwise;
  - d. to modify the Software, except where this is permitted pursuant to mandatory law;
  - e. to delete or render unreadable designations of Web-IQ and/or its licensor(s) as the right holder of the Software or parts thereof.
- 5.4. The Customer shall as a minimum impose the same terms and conditions as included in the General Terms and Conditions on the End Users with regard to the use of the Software.
- 5.5. The Customer shall if requested provide without delay its full cooperation in an investigation performed by or on behalf of Web-IQ concerning compliance by the Customer and/or End User with the agreed restrictions on use. The Customer shall on the first request of Web-IQ provide access to its buildings and systems to Web-IQ or a third party engaged by Web-IQ.

#### **Article 6. Use and misuse**

- 6.1. It is prohibited to use the Software in a manner that is in violation of applicable laws and regulations. Additionally, using the Software in a manner that may cause hindrance or loss and/or damage to Web-IQ or any third party is expressly not permitted.
- 6.2. Unless Customer has a legal ground to do so, Customer shall not access, store, distribute or transmit any material during the course of its use of the Software that:
  - a) infringes third-party rights, in any case including but not limited to Intellectual Property Rights;

- b) violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without permission or necessity, or repeatedly harassing third parties by providing them with unsolicited communications;
- c) contains hyperlinks, torrents or similar information of which End User is aware or should be aware that it refers to material that infringes third-party rights;

- 6.3. Before, during and after the Software is used by Customer or its end users, any result used will be Customer's and end users' sole responsibility. Web-IQ will not in any way be responsible nor liable for any consequence of Customer or its end users using the Software.
- 6.4. If Web-IQ determines that Customer has violated these General Terms and Conditions or applicable laws and regulations, or receives a complaint in this regard, Web-IQ may take measures to end the violation. These measures may include the suspension or termination of access to the Software.
- 6.5. Customer will follow all reasonable instructions issued by Web-IQ related to the use of the Software.
- 6.6. Web-IQ may recover from Customer any loss and/or damage sustained as a result of violations of these General Terms and Conditions. Customer indemnifies and holds harmless Web-IQ against any and all third-party claims pertaining to loss and/or damage arising from a violation of these General Terms and Conditions.

#### **Article 7. Provision of Updates and Customization**

- 7.1. Web-IQ has the right to adapt the Software, in its entirety or in part, in order to improve its functionality and/or to correct errors. From time to time, Web-IQ will therefore issue Minor Updates that can rectify errors or improve the operation of the Software. No separately agreed SLA is required in order to obtain Minor Updates.
- 7.2. Web-IQ may be dependent on its supplier(s) in carrying out Updates. Web-IQ is entitled not to install certain corrections or updates if it believes installing such corrections or updates will not benefit the correct operation of the Software.
- 7.3. The Customer can request Web-IQ to add modifications and new functionality to the Software. Web-IQ is however at all times entitled to refuse such a request for any reason whatsoever.
- 7.4. If the modifications and/or new functionalities as referred to in the preceding section are developed specifically for the Customer, those modifications and/or new functionalities will be considered to be Customization. Web-IQ is entitled to charge additional costs for performing Customization.

#### **Article 8. Support**

- 8.1. Web-IQ shall endeavor to provide Support upon delivery of the Services in the form of support by telephone or assistance from a distance that in Web-IQ's judgment is of a supporting nature and can be carried out swiftly and simply. However, Web-IQ provides no guarantees for the response times or extent of support, unless otherwise agreed in the proposal or by means of an SLA.
- 8.2. Web-IQ offers technical support via email ([support@web-iq.com](mailto:support@web-iq.com)) or phone S. 47F(1) during Dutch office hours (9:00-17:00 CET).
- 8.3. In addition to the Support referred to in section 1, Web-IQ is prepared to perform certain other activities for the Customer. On the Customer's request, Web-IQ will prepare a proposal for the activities concerned.
- 8.4. Insofar as possible, Web-IQ will inform the Customer of the costs of the Support before the activities are carried out.

**Article 9. Intellectual Property Rights**

- 9.1. The Intellectual Property Rights with regard to the Software, including but not limited to the Intellectual Property Rights to the source code, documentation, look-and-feel, interfaces, (third) party connectors and lay-out shall be vested exclusively in Web-IQ or its licensor(s).
- 9.2. Nothing in the Entire Agreement is intended to transfer any Intellectual Property Rights to the Customer or its End Users. The use that the Customer can make of the Software is limited to what is described in the Entire Agreement. The Customer shall not perform any actions that may infringe the Intellectual Property Rights of Web-IQ or its licensors, including but not limited to publishing and/or making copies of the Software or licensing or selling it to third parties and registering domain names, trademarks or Google AdWords search terms (keywords) that are similar to or identical with any mark in respect of which Web-IQ or its licensors can assert Intellectual Property Rights. The Customer acknowledges and accepts that any unauthorized use of the Software, documentation, look-and-feel, interfaces, lay-out or other materials subject to Intellectual Property Rights infringes the Entire Agreement and the applicable legislation.
- 9.3. The Customer is not permitted to modify the Software in whole or in part, without the prior permission of Web-IQ. Web-IQ is always entitled to refuse its permission or to attach conditions to its permission – including conditions concerning the manner and quality of the performance of the modifications requested by the Customer. The Customer shall bear the entire risk of all changes that it makes, or changes made by third parties on its instructions, whether or not with Web-IQ's permission.
- 9.4. The Customer will exclusively acquire the rights of use and powers expressly assigned in writing under these General Terms and Conditions, the Main Agreement or otherwise, and in all other respects the Customer will not make copies of or publish the software.
- 9.5. Web-IQ is entitled not to grant, or to withdraw, the right of use as referred to in the preceding section if the Customer has not fulfilled its obligations pursuant to the Entire Agreement.
- 9.6. Web-IQ is entitled to take technical measures to protect the Software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the Parties. The Customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.
- 9.7. The Customer is not permitted to remove, make unreadable, to conceal or to modify notifications or statements with regard to Intellectual Property Rights.
- 9.8. Web-IQ shall at no time be obliged to provide (a physical carrier with) the Software in source code or other software used in the development of the Software (whether or not in source code form) to the Customer, unless this is necessary for the performance of the Entire Agreement.
- 9.9. Any use, reproduction or publication of the Software falling outside the scope of the Entire Agreement or issued License is deemed an infringement of the Intellectual Property Rights. The Customer shall pay to Web-IQ a penalty due and payable immediately amounting to EUR 10,000 for each act of infringement and EUR 500 for each day that the infringement continues, without prejudice to the right of Web-IQ to demand compensation for loss or damage as a result of the infringement or to take other legal action for the purpose of terminating the infringement.

**Article 10. Prices**

- 10.1. Unless expressly stated otherwise with regard to an amount, all prices referred to by Web-IQ are exclusive of turnover tax (VAT) and other duties levied by the government.

- 10.2. If a price is based on information provided by the Customer and the information proves to be incorrect, Web-IQ is authorized to adjust the prices accordingly, even after the Entire Agreement has already been formed.
- 10.3. Web-IQ is entitled to change the prices it applies whenever the Main Agreement is extended by a maximum increase of five (5) percent. However, if a supplier of Web-IQ increases its prices in the interim, Web-IQ is entitled to pass on this increase immediately to the Customer on a 1-on-1 basis. Web-IQ will provide written notification of price adjustments.

**Article 11. Terms of payment**

- 11.1. Web-IQ shall invoice the Customer within 10 days after access has been provided, software has been installed, or new users have been added. Periodically payable amounts will be invoiced to the Customer after the end of the period concerned.
- 11.2. Web-IQ can issue electronic invoices to the e-mail address of the Customer as known to Web-IQ. The Customer accepts this invoicing method.
- 11.3. Web-IQ will send the Customer an invoice for all amounts payable by the Customer. Invoices are payable within fourteen (14) days after receipt of the invoice and to a Dutch bank account to be designated by Web-IQ.
- 11.4. If the Customer has failed to pay within fourteen (14) days of the due date, the Customer will be held in default by operation of law without notice of default being required. If an amount owed is not paid within the payment term, the outstanding amount will be subject to statutory interest without any further notice of default by Web-IQ being required.
- 11.5. In the event the Customer fails to pay by the due date, the Customer is obliged to pay any and all judicial and extra-judicial collection costs, including the costs of lawyers, bailiffs and debt-collection agencies, in addition to the amount payable and the relevant interest due.
- 11.6. In the event that the Customer fails to comply with any obligation under the Entire Agreement, Web-IQ will be authorized, without any notice of default being required, to suspend the Services, without prejudice to Web-IQ's right to compensation of loss or damage, lost profit and interest. The Customer is not entitled to any compensation of loss or damage that may arise from this.
- 11.7. In the event that the Customer is held in default, Web-IQ will be authorized to restrict its service provision, for instance by restricting access to the Service and/or the Software, provided it notifies the Customer thereof at least 48 hours in advance. The Customer is not entitled to any compensation of loss or damage that may arise from this.
- 11.8. The demand for payment is due and payable immediately in the event that the Customer is declared bankrupt, applies for a suspension of payments, or an attachment is made on all of the Customer's capital assets, and furthermore if the Customer's business is wound up or dissolved.

**Article 12. Personal data and security**

- 12.1. The personal data to be processed by Web-IQ in performing the Services are subject to the AVG, in connection with which, according to the terminology of that Act, the Customer shall be the 'controller' and Web-IQ shall be the 'processor'.
- 12.2. Customer warrants and represents that any submission or uploading of (personal) data in the Software is lawful and that the processing of such data is in accordance with the applicable privacy laws and regulations.

- 12.3. Web-IQ will ensure an appropriate level of security considering the risks involved in processing the data to be protected and the nature thereof. However, this will only apply if and insofar as this data is located in Web-IQ's systems or infrastructure.
- 12.4. A data processor's agreement in which additional safeguards have been included with regard to the processing of personal data is part of the Entire Agreement.

**Article 13. Liability**

- 13.1. Web-IQ accepts statutory liability to pay compensation only insofar as stipulated in this Article.
- 13.2. Web-IQ excludes any liability for breach of contract in complying with the Entire Agreement, owing to unlawful acts or otherwise. Insofar as exclusion of liability is not possible pursuant to the law, Web-IQ shall only be liable to the Customer for direct loss or damage as a result of an attributable shortcoming in the fulfilment of the Entire Agreement. Direct loss or damage is understood exclusively to comprise any loss or damage consisting of damage inflicted directly on tangible objects ("property loss or damage");
- 13.3. Web-IQ can in no way be held liable for compensation of indirect loss or damage or consequential loss or damage due to lost turnover or profit, loss or damage arising from delay, data loss, exceeding of stipulated terms as the result of changed conditions; loss or damage arising from inadequate cooperation, information or materials provided by Web-IQ and loss or damage arising from information or advice provided by Web-IQ of which the content is not explicitly part of this Entire Agreement.
- 13.4. The maximum amount that can be paid out in the event of liability pursuant to section 2 of the present article is limited for each event causing loss or damage, or for each series of events causing loss or damage, to the amount that is equal to the fees payable by the Customer under the Entire Agreement in the past twelve (12) months (excluding VAT). Under no circumstances, however, will the total compensation for direct loss or damage exceed a sum of EUR 25,000 (excluding VAT).
- 13.5. The exclusions and limitations of liability referred to in the preceding articles cease to apply if and insofar as the loss or damage is a consequence of an intentional act or willful recklessness on the part of Web-IQ's management.
- 13.6. Web-IQ's liability for an attributable failure to perform the Entire Agreement will only arise if the Customer gives Web-IQ proper notice of default in writing without delay, providing a reasonable period to remedy its failure, and Web-IQ continues to attributable fail to comply with its obligations even after that period. The notice of default must contain the most detailed description possible of the failure to fulfil the obligations to enable Web-IQ to provide an adequate response.
- 13.7. Any claim for compensation for loss or damage by the Customer against Web-IQ that has not been specified and expressly notified by the Customer, shall lapse by the mere passage of six (6) months after the claim has arisen.
- 13.8. Application of Section 6:271 et seq. of the Dutch Civil Code is excluded.
- 13.9. The Customer represents and warrants to Web-IQ that the use of the Software by Customer shall not infringe on any local, national or international law and/or other privacy right of any third party or person (data protection laws). Web-IQ will not be in any way liable for any issue occurring in this matter. The total liability in these occurring cases shall rest with Customer. Customer will indemnify and hold Web-IQ harmless from any and all costs, expenses, claims, charges, damages and fees that may arise from a breach of this article.
- 13.10. The Customer indemnifies Web-IQ against all claims by third parties (including Customers of the Customer), which involve compensation for damage, costs or

interest and bear a relation to the Main Agreement, the Service and/or the use of the Software.

13.11. Web-IQ is aware that CSAM is shared on the Darknet Hidden Services. Web-IQ takes all available precautions to blacklist specific hidden services to avoid this content from being available in the DarkCloud. However, we cannot guarantee the Darknet Hidden Services dataset to be completely clean. As a safeguard we have chosen to blur all images in this dataset. By doing so, we prevent our users from stumbling upon illegal images. In the unlikely event that CSAM is encountered, we have a procedure in place for removal and reporting to Dutch National Police so they can use it to start a case. If you wish to have the blurring disabled, we would like to receive a written request including motivation. In case this request is granted, Web-IQ cannot be held responsible when CSAM is encountered.

13.12. Customer has requested access to Web-IQ's Chan dataset. As Customer is aware, CSAM and violent content are also shared on Chan boards. Web-IQ takes all available precautions to prevent CSAM and violent content from entering the Chan dataset. However, Web-IQ cannot be held liable in case CSAM or violent content is encountered in the dataset by Customer. Web-IQ requests Customers to report any CSAM or violent content that is encountered, so that Web-IQ can initiate the proper procedure for removal.

#### **Article 14. Force Majeure**

14.1. Neither Party may be bound to perform any obligation if a circumstance beyond the Parties' control, that could not or should not have been foreseen when the Entire Agreement was entered into, negates every reasonable opportunity to perform.

14.2. Force majeure shall be understood to include (but not only): failures of public infrastructure that is normally available to Web-IQ and on which the delivery of the Services depends, but over which Web-IQ has no actual control or in respect of which Web-IQ can make no contractual obligation to perform, such as Internet networks with which Web-IQ has not concluded a contract; failures of the Web-IQ infrastructure and/or Services of Web-IQ caused by computer crimes, such as DOS or DDOS attacks or successful or unsuccessful attempts to circumvent network security or systems security; failures of Web-IQ's suppliers, which Web-IQ was unable to foresee and where Web-IQ is unable to hold their supplier liable, because force majeure similarly applied to the relevant supplier, for instance; defective items, equipment, software or other source material, the use of which has been stipulated by the Customer; unavailability of staff (due to illness or otherwise); government measures; general transport problems; strikes; wars; terrorist attacks; and civil commotion.

14.3. Either of the Parties shall have the right to terminate the contract in writing if a situation of force majeure persists for more than ninety (90) days. In such case, that which has already been performed under the contract will be paid for on a proportional basis without the Parties owing each other anything else.

#### **Article 15. Confidentiality**

15.1. The Parties will treat the information they provide each other before, during or after the performance of the Entire Agreement as confidential if such information has been marked as confidential or if the receiving party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third parties they have engaged to perform the Entire Agreement.

15.2. Web-IQ will not access data stored by the Customer and/or distributed by the Customer via Web-IQ's systems and/or Software, unless this is required to ensure the

proper performance of the Entire Agreement or Web-IQ is obliged to do so pursuant to a legal provision or an injunction. In such case, Web-IQ will undertake to limit access to the information as far as possible, to the extent that this is within its power.

- 15.3. The duty of confidentiality also remains in force after termination of the Entire Agreement for any reason whatsoever, and for as long as the party providing the information can reasonably lay claim to the confidential nature of the information.

**Article 16. Duration and termination of the Entire Agreement**

- 16.1. The Entire Agreement is entered into for the term stated in the Main Agreement. If no term is stated, the Main Agreement will be entered into for a period of twelve (12) months. The Main Agreement can only be terminated prematurely as stipulated in these General Terms and Conditions, or subject to the approval of both parties.
- 16.2. If the Main Agreement is a continuing performance Main Agreement, this will in the absence of a written notice of termination, with due observance of the period of notice, be extended by the same period in each instance, unless otherwise agreed in writing.
- 16.3. The Customer shall observe a period of notice of one (1) month. Web-IQ shall observe a period of notice of one (1) month.
- 16.4. Web-IQ shall be authorized to terminate the Main Agreement in full or in part, without notice of default being required, if at least one of the following special grounds applies:
- a. The Customer defaults on a material obligation pursuant to the Main Agreement.
  - b. The Customer applies for a suspension of payments.
  - c. A petition has been filed for winding up the Customer's business.
  - d. The Customer's activities are halted or wound up.
- 16.5. If Web-IQ suspends compliance with the obligations, this will not affect its statutory rights or rights under the Main Agreement, including the right to payment for the Services it has suspended.
- 16.6. Upon termination of the Main Agreement, any claims of Web-IQ against the Customer will become immediately due and payable. In the event that the Main Agreement is terminated, the amounts already invoiced for the performance already delivered will remain payable without any obligation to nullify. In the event that the Customer terminates the Main Agreement, Web-IQ may only terminate that part of the Main Agreement that Web-IQ has not yet performed. If the termination is attributable to the Customer, Web-IQ is entitled to compensation of any loss or damage arising either directly or indirectly as a result thereof.
- 16.7. In the abovementioned cases, the right to suspension applies to all the Main Agreements with the Customer simultaneously, even if the Customer is only in default with regard to one Main Agreement, and without prejudice to Web-IQ's right to compensation of loss or damage, lost profit and interest.
- 16.8. Web-IQ shall never be obliged to provide any compensation for damage owing to notice of termination, dissolution or another method of termination of the Main Agreement.
- 16.9. The Customer can at any time access data that the Customer stores or processes via the Service. Web-IQ is not obliged to provide back-up files to the Customer on its own initiative, unless agreed otherwise in writing by means of an SLA.

**Article 17. Amendments**

- 17.1. Web-IQ reserves the right to amend or supplement the Services and these General Terms and Conditions. Amendments also apply to Main Agreements already entered

into, subject to a notice period of thirty (30) days following the announcement of the amendment.

17.2. Amendments will be announced on the website, or by means of an e-mail to the Customer or via another channel that allows Web-IQ to prove that the Customer received the notice. Non-substantive minor changes can be implemented at all times, without requiring notification.

17.3. If the Customer does not wish to accept an amendment, it must inform Web-IQ thereof, in writing, within fourteen (14) days of being notified thereof, stating reasons. This may give Web-IQ cause to review the amendment. If Web-IQ does not subsequently retract the amendment, the Customer may terminate the Main Agreement with effect from the date on which the new terms and conditions take effect.

**Article 18. Miscellaneous provisions**

18.1. The Entire Agreement is subject to Dutch law.

18.2. All disputes that may arise between Web-IQ and the Customer shall be submitted to the competent court in the district where Web-IQ has its registered office.

18.3. The version of any communications received or stored by Web-IQ shall be regarded as authentic, subject to proof to the contrary to be produced by the Customer.

18.4. If any provisions in the Entire Agreement are declared null and void, this will not affect the validity of the Entire Agreement. In such case, the Parties will stipulate a new provision or new provisions to replace any such provisions, reflecting the purport of the original provision as much as legally possible.

18.5. At all times, the Parties will inform each other in writing without delay of any changes in name, postal address, e-mail address and telephone number, as well as bank and giro account numbers, if requested.

18.6. Web-IQ can transfer rights and obligations that arise from the Entire Agreement to third parties and the Customer hereby agrees irrevocably with such transfer. In the event of such a transfer, Web-IQ will inform the Customer thereof. The Customer is only authorized to transfer its rights and obligations under this Entire Agreement to a third party with the prior consent of Web-IQ. Such consent is not required, however, in the event of a company takeover or the acquisition of the majority of the shares of the relevant party.



**OFFICIAL: Sensitive**

## ICT Spending Proposal

s. 22(1)(a)(i)

Date: 28 October 2024

s. 22(1)(a)(ii)

### PROCUREMENT OF VOYAGER DARKCLOUD SUBSCRIPTION SOFTWARE LICENSES FROM WEB-IQ B.V.

#### Timing

s. 22(1)(a)(ii)

#### Purpose

1. This spending proposal seeks the:

- s. 22(1)(a)(ii)
- PGPAAs23(3) ICT Software delegate to approve this proposed commitment of relevant money to procure Voyager Darkcloud Subscription for €38,475.00 EUR (no GST) equivalent to \$62,902.78 AUD as of 28 October 2024 as a Limited Tender procurement below the relevant procurement threshold.
- PGPAAs60 delegate, to grant the indemnity in accordance with the Accountable Authority Instructions

#### Background

2. Your approval is being sought as ICT Software delegate under the Accountable Authority Instructions and the Department's Financial Delegations Schedules due to the total contract value OF €38,475.00 EUR (no GST)

**OFFICIAL: Sensitive**

equivalent to \$62,902.78 AUD as of 28 October 2024 to procure Voyager Darkcloud Subscription from WEB-IQ B.V.

3.

s. 22(1)(a)(ii)

4.

5.

#### Issues

6.

s. 22(1)(a)(ii)

#### Method of Procurement

7. This procurement is below the relevant procurement threshold and is not subject to the additional procurement rules of Division 2 of the CPRs. In this instance, a Limited Tender procurement process was undertaken involving a direct approach to WEB-IQ B.V.

On this occasion, a direct approach to WEB-IQ B.V. will be undertaken for the following reasons:

8. An initial market research and evaluation of the tool found it to meet business requirements of the Border Systems Support Section who are managing this on behalf of the users.
9. IT Procurement Section undertook research, and determined that WEB-IQ B.V. is not on any Commonwealth Panel and does not engage resellers within Australia. WEB-IQ B.V. are the only provider of these DarkCloud services.

### Services and Requirements

10. The goods and/or services to be obtained as part of this procurement are further detailed in the Quote at **Attachment A**, EULA at **Attachment B**, Data Processing at **Attachment C**, and Terms and Conditions at **Attachment D**.

### Contract Term

11. The term of engagement is from 01 November 2024 to 31 October 2025.

### Cost

12. The total cost for this contract is €38,475.00 EUR (no GST) equivalent to \$62,902.78 AUD as of 28 October 2024.

s. 22(1)(a)(ii)

13. The cost of this procurement is further detailed in the quote at **Attachment A**

14. s. 22(1)(a)(ii)

15. Should the Department continue maintenance and support beyond the initial term, it will incur a future sustainment cost.

16. s. 22(1)(a)(ii)

17. s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

#### Funds Availability

19. This spending proposal includes amounts payable within the current financial year. These funds are therefore within the delegation of cost centre managers for FY 2024/25 and GFP Funds Availability is not required.

| Financial Year | OPEX EUR (No GST) | OPEX AUD (No GST)  |
|----------------|-------------------|--------------------|
| FY24/25        | €25,650.00        | \$41,935.19        |
| FY25/26        | €12825.00         | \$20,967.59        |
| <b>Total</b>   | <b>€38,475.00</b> | <b>\$62,902.78</b> |

#### Value for Money

20. Value for money can be demonstrated by:

- WEB-IQ B.V. provided a 5% discount equivalent to \$3,310.67 AUD as of 28 October 2024.
- The quality of the software was assessed as meeting the requirements of the department.
- Public resources were used in an efficient, effective, economical and ethical manner that was not inconsistent with the policies of the Commonwealth by reusing, to the greatest extent possible.
- The risks associated with this procurement is assessed as low given the software from the Vendor is already in use within the department. It is understood and familiar to users, and is supported by technical resources.
- The business area has reviewed the quote and confirms it achieves value for money.

s. 22(1)(a)(ii)

**Procurement Policies**

24. This procurement was conducted in accordance with the Procurement Connected Policies and the Department's Procurement Policy Framework (see Compliance Checklist at Appendix 2).

s. 22(1)(a)(ii)

Recommendation

It is recommended that as:

- Cost Centre Manager for s. 22(1)(a)(ii) you to confirm that the required funds of €38,475.00 EUR (no GST) equivalent to \$62,902.78 AUD as of 28 October 2024 to procure Voyager Darkcloud Subscription from WEB-IQ B.V.

Approved ☒ Not Approved ☐

s. 22(1)(a)(ii)

A/g Superintendent

Border Systems Support

28 / 10 / 2024

- PGPAAs23 (3) ICT Software delegate, you approve this proposed commitment of relevant money to the value of €38,475.00 EUR (no GST) equivalent to \$62,902.78 AUD as of 28 October 2024 for the procurement of Voyager Darkcloud Subscription from WEB-IQ B.V. as a direct approach below the relevant procurement threshold.
- PGPAAs60 delegate, you grant the indemnity in accordance with the Accountable Authority Instructions.

s. 22(1)(a)(ii)

Approved ☒ Not Approved ☐

s. 22(1)(a)(ii)

Procurement Officer

IT Procurement

28 / 10 / 2024

Assistant Director

IT Procurement

28 / 10 / 2024

Attachments:

- A. Quote      B. EULA  
C. Data Processing      D. Terms and Conditions

# APPENDIX 1 - RISK ASSESSMENT

| Likelihood Scales                                                                                                                                                |                                                                                                                                                                                                           |                                                                    | Likelihood | Home Affairs Risk Matrix |               |        |          |         |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------|--------------------------|---------------|--------|----------|---------|---------|
| CHANCE<br>Qualitative assessment of likelihood                                                                                                                   | FREQUENCY<br>the rate at which something occurs or is repeated over a given sample rate                                                                                                                   | PROBABILITY<br>a statistical or actuarial assessment of likelihood |            | Risk Matrix              | CONSEQUENCE   |        |          |         |         |
|                                                                                                                                                                  |                                                                                                                                                                                                           |                                                                    |            |                          | Insignificant | Minor  | Moderate | Major   | Severe  |
| The event and its consequences are expected to occur in most circumstances / has occurred in Department in the last year                                         | Has occurred 9 or 10 times in the past 10 years in this organisation or circumstances are in train that will almost certainly cause it to happen                                                          | >95%                                                               |            | Almost Certain           | Low           | Medium | High     | Extreme | Extreme |
| The event and its consequences will probably occur in most circumstances / has occurred in Department in the past                                                | Has occurred more than 7 times over 10 years in this organization or in other similar organizations or circumstances have such that it is likely to happen in the next few years                          | >65%                                                               |            | Likely                   | Low           | Medium | Medium   | High    | Extreme |
| The event and its consequences might occur at some time in most circumstances / has occurred at least once in the Department                                     | Has occurred in this organization more than 3 times in the past 10 years or occurs regularly in similar organizations or is considered to have a reasonable likelihood of occurring in the next few years | >35%                                                               |            | Possible                 | Low           | Low    | Medium   | High    | High    |
| The event and its consequences is not expected to occur in most circumstances / has not occurred in the Department but has occurred in other government entities | Has occurred 2 or 3 times over 10 years in this organization or similar organizations                                                                                                                     | <35%                                                               |            | Unlikely                 | Low           | Low    | Low      | Medium  | High    |
| The event and its consequences will only occur in exceptional circumstances / is possible, but is not known to have occurred in the past                         | Has occurred or can reasonably be considered to occur only a few times in 100 years.                                                                                                                      | <5%                                                                | Rare       | Low                      | Low           | Low    | Medium   | Medium  |         |

OFFICIAL: Sensitive

OFFICIAL: ~~Sensitive~~

| Item | Risk | Cause | Likelihood | Consequence | Treatment | (Final) Risk Level |
|------|------|-------|------------|-------------|-----------|--------------------|
|------|------|-------|------------|-------------|-----------|--------------------|

s. 22(1)(a)(ii)

OFFICIAL: ~~Sensitive~~

## APPENDIX 2 – COMPLIANCE CHECKLIST

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Procurement Connected Policies</p> <p>Identify the <u>Procurement Connected Policies</u> that apply to this procurement.</p>                                                                                                          | <p><input type="checkbox"/> Indigenous Procurement Policy</p> <p><input type="checkbox"/> Workplace Gender Equality Procurement Principles</p> <p><input type="checkbox"/> Australian Industry Participation Plans</p> <p><input type="checkbox"/> Building Code 2013</p>                                                                                       |
| <p>Was a Procurement Plan previously signed off by the PGPAAs23(3) Delegate?</p>                                                                                                                                                         | <p><input checked="" type="checkbox"/> NO – This procurement is for a standard ICT product/service</p> <p><input type="checkbox"/> NO – This procurement utilises an existing arrangement</p> <p><input type="checkbox"/> YES – Detail name of delegate and date of approval and/or file reference:</p> <p>_____</p>                                            |
| <p>Has the relevant cost centre manager confirmed verbally or in writing (commensurate with scale and scope of the arrangement) that there is funding available to cover the proposed expenditure?</p>                                   | <p><input checked="" type="checkbox"/> YES – Refer to RECOMMENDATION section</p>                                                                                                                                                                                                                                                                                |
| <p>Does the procurement involve spending beyond the current financial year (current appropriation*)?</p> <p>*Current appropriations are approved by Parliament or is part of a bill that is before the Parliament. E.g. Budget Bill.</p> | <p><input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES – refer to FUNDS AVAILABILITY section</p>                                                                                                                                                                                                                                         |
| <p>Does the value of the procurement exceed \$200,000 (GST exempt) and involve spending beyond the current appropriations?</p>                                                                                                           | <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> YES – the FUNDS AVAILABILITY ASSESSMENT is attached.</p>                                                                                                                                                                                                                              |
| <p>Does the arrangement (contract) involve prepayments over \$50,000 (GST exempt)?</p>                                                                                                                                                   | <p><input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES – refer to PREPAYMENT section</p>                                                                                                                                                                                                                                                 |
| <p>Does this procurement comply with the Digital Transformation Agency's <u>Digital Sourcing Contract Limits and Reviews Policy</u>?</p>                                                                                                 | <p><input checked="" type="checkbox"/> YES – the initial contract term is &lt;3 years, each extension option is &lt;3 years, and the whole of life cost is &lt;\$100M, including extensions.</p> <p><input type="checkbox"/> YES – it is automatically exempt from this policy as it is from a mandatory category of a mandatory Whole of Government panel.</p> |
| <p>Were Consider First and Fair Criteria Assessments undertaken?</p>                                                                                                                                                                     | <p><input checked="" type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> YES – TRIM</p>                                                                                                                                                                                                                                                            |
| <p>Is the arrangement (contract) for ICT Hardware, ICT Software and/or Cloud Services?</p>                                                                                                                                               | <p><input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES – refer to RECOMMENDATION section</p>                                                                                                                                                                                                                                             |
| <p>Is the resulting contract formed under the terms and conditions of the Whole of Government SAP, IBM or Oracle arrangements?</p>                                                                                                       | <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> YES</p> <p>If yes:</p> <p>Has the DTA been consulted to confirm if other Whole of Government participants have entitlement to release?</p>                                                                                                                                            |

**OFFICIAL: Sensitive**

|                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                   | <input type="checkbox"/> NO<br><input type="checkbox"/> YES<br><br>Has the DTA Aggregated Cap Program (ACP) been reviewed as an option for purchase?<br><input type="checkbox"/> NO<br><input type="checkbox"/> YES<br><br>Has the IBM Cross Brand Allotment (CBA) balance been reviewed for opportunities to fund this purchase?<br><input type="checkbox"/> Not applicable<br><input type="checkbox"/> NO<br><input type="checkbox"/> YES                                                                                      |
| Is the Procurement for a Sponsorship?                                                                                                                                                                                             | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Does the arrangement (contract) involve Official Travel (domestic or international)?                                                                                                                                              | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES –refer to RECOMMENDATION section                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Does the arrangement (contract) involve Official Hospitality involving Home Affairs officials?                                                                                                                                    | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Does the arrangement (contract) involve Home Affairs providing an indemnity, guarantee or warranty to the Contractor?                                                                                                             | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to RISK ASSESSMENT and RECOMMENDATION sections                                                                                                                                                                                                                                                                                                                                                                                                    |
| Is this procurement for Consultancy Services?                                                                                                                                                                                     | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – The consultancy must be reported with only one of the following three reasons. If there are multiple reasons, you should select the most appropriate reason: <ul style="list-style-type: none"> <li><input type="checkbox"/> need for independent research or assessment</li> <li><input type="checkbox"/> need for specialised or professional skills</li> <li><input type="checkbox"/> Skills currently unavailable within the Department.</li> </ul> |
| Did the evaluation process depart from the approved evaluation plan in any way, were there any conflicts of interest identified throughout the procurement process or were there any other ethical or probity issues encountered? | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – refer to the EVALUATION REPORT attached                                                                                                                                                                                                                                                                                                                                                                                                                 |

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## DarkCloud Agreement | Web-IQ B.V.

October 22, 2024

### The Parties:

Web-IQ B.V., located at s. 47F(1) and registered with the Dutch Chamber of Commerce at number 53250036, in this matter duly represented by s. 47F(1) in his capacity of CEO (hereinafter referred to as ["Web-IQ"]);

And

Department of Home Affairs and Australian Border Force located at 6 Chan Street, Belconnen, Act 2616 in this matter duly represented by s. 22(1)(a)(ii) in the capacity of Assistant Director (hereinafter referred to as ["Customer"]);

Hereinafter collectively referred to as "**Parties**" and individually as "**Party**";

### Take into consideration:

- Web-IQ develops high-end Open Sources Intelligence (OSINT) solutions for governments, law enforcement agencies and financial institutions;
- DarkCloud is one of these OSINT solutions and is being offered by Web-IQ as a service;
- Customer wishes to make use of the services offered by Web-IQ, which Web-IQ is willing to provide;
- The Parties will, in the light of the above, lay down the terms and conditions applying with regard to agreed services to be provided by Web-IQ in the agreement and related attachments.

### And agree as follows:

#### 1. Formation of and attachments to the agreement

- 1.1. The agreement shall come into existence by signing of the agreement by both Parties and shall enter into force on November 1st 2024 ["**Effective Date**"].
- 1.2. The following attachments are part of the agreement:
  1. the Data Processing Agreement
  2. End User License Agreement
  3. the General Terms and Conditions
- 1.3. The documents referred to in Section 1.2 shall be deemed to be attachments to the agreement and shall form part thereof.

## 2. Description of Services

- 2.1. Pursuant to this agreement, Web-IQ will provide the following services to Customer. The provisions below relate to the services to be provided as part of the DarkCloud:

### *DarkCloud*

DarkCloud includes the use of the Voyager Intelligence Platform. This platform developed and owned by Web-IQ continuously crawls data from the darknet and automatically analyses this data in order to provide insights, alerting and searches via Web-IQ's intuitive user interface.

All Voyager components and plugins are available and new innovations and features that will be developed within the term of this contract will automatically be made available to the Customer.

Capacity of this platform fits the discussed use cases and is managed by Web-IQ's operational team. In the case of future new demands, specifications may be extended, and extra capacity can be arranged at a reasonable cost.

s. 22(1)(a)(ii)

These datasets will be updated on a daily basis. Customer will have the updates available via this cloud solution every following day. Other darknet or clear web data that is of specific interest to you, can be made available to the system and your team based on a fair use policy.

### *Open Language Intelligence*

Three language pairs of your choice are included.

### *Optional services*

s. 22(1)(a)(ii)

*Support & Training*

Our Web-IQ team is continuously studying darknet developments using our own technology, but also in close co-operation with our customers and partners. Customer acquires, by entering this agreement, access to this knowledge and data. Our team has reserved 96 hours to support your team in knowledge, cases and configurations. If desirable, our team can give an on-site or remote training to the persons new to DarkCloud. A remote training is included in the price. If Customer wishes to have an on-site training, s. 22(1)(a)(ii)

**3. Prices and terms of payment**

3.1. s. 22(1)(a)(ii)

# s. 22(1)(a)(ii)

- 3.2. Web-IQ will send an invoice within 10 days after the Effective Date.
- 3.3. Payment term for all issued invoices is 14 days.

## 4. Privacy

- 4.1. Privacy is of great importance to Web-IQ. During and after the execution of the agreement, Web-IQ shall take into account the privacy interests of the Customer and those involved. Web-IQ will at all times treat personal data provided by the Customer with care.
- 4.2. This agreement and the services to be provided are governed by the Data Processing Agreement, set forth in attachment 1 to this agreement.

## 5. Confidentiality

- 5.1. The Parties will treat the information they provide each other before, during or after the performance of this agreement as confidential if such information has been marked confidential or if the receiving party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third party they have engaged to perform the agreement.
- 5.2. Without written consent, both Parties will refrain from external communications regarding this agreement and collaboration.

**6. Term**

- 6.1. This agreement shall enter into force on the Effective Date for a period of one year.

**7. Miscellaneous provisions**

- 7.1. The agreement and the attachments are subject to Dutch law.  
7.2. All disputes that may arise between Web-IQ and the Customer shall be submitted to the competent court in the district where Web-IQ has its registered office.

**Thus signed:**

**Web-IQ B.V.**

Name **s. 47F(1)**  
Job title CEO  
Date Oct 28 2024  
Signature **s. 47F(1)**

**HA & ABF**

Name **s. 22(1)(a)(ii)**  
Job title Assistant Director  
Date 28/10/2024  
Signature **s. 11C(1)(a)**



**OFFICIAL: Sensitive**

# ICT Spending Proposal

s. 22(1)(a)(ii)

Date: 4 September 2025

**s. 22(1)(a)(ii)**

## PROCUREMENT OF VOYAGER DARKCLOUD SUBSCRIPTION SOFTWARE LICENCES FROM WEB-IQ B.V

### Timing

s. 22(1)(a)(ii)

### Purpose

1. This spending proposal seeks the:

- s. 22(1)(a)(ii)
- PGPAAs23(3) ICT Software delegate to approve this proposed commitment of relevant money to the value of € 39,425.00 EUR (no GST) equivalent to \$70,532.70 AUD as of 2 September 2025 to procure Voyager Darkcloud subscription software licences from Web IQ B.V. as a limited tender procurement below the relevant procurement threshold.
- PGPAAs60 delegate, to grant the indemnity in accordance with the Accountable Authority Instructions

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## Background

s. 22(1)(a)(ii)

## Issues

6. s. 22(1)(a)(ii)

## Method of Procurement

7. This procurement is below the relevant procurement threshold and is not subject to the additional procurement rules of Division 2 of the CPRs. In this instance, a Limited Tender procurement process was undertaken involving a direct approach to WEB-IQ B.V.
8. On this occasion, a direct approach to WEB-IQ B.V. will be undertaken for the following reasons:
  - An initial market research and evaluation of the tool found it to meet business requirements of the Border Systems Support Section who are managing this on behalf of the users.
9. IT Procurement Section undertook research and determined that WEB-IQ B.V. is not on any Commonwealth Panel and does not engage resellers within Australia. WEB-IQ B.V. are the only provider of these DarkCloud services.

## Services and Requirements

10. The goods and/or services to be obtained as part of this procurement are further detailed in the Quote at **Attachment A**, EULA at **Attachment B**, Data Processing at **Attachment C**, and Terms and Conditions at **Attachment D**.

**Contract Term**

11. The term of engagement is 1 November 2025 to 31 October 2026.

**Cost**

12. The total cost of the contract € 39,425.00 EUR (no GST) equivalent to \$70,532.70 AUD as of 2 September 2025.

s. 22(1)(a)(ii)

13. The cost of this procurement is further detailed in the quote at **Attachment A**.

14. s. 22(1)(a)(ii)

15. Should the Department continue maintenance and support beyond the initial term, it will incur a future sustainment cost.

16. s. 22(1)(a)(ii)

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### Funds Availability

19. This spending proposal includes amounts payable within the current financial year. These funds are therefore within the delegation of cost centre managers for FY 2025/26 and GFP Funds Availability is not required.

| Financial Year | OPEX EUR (No GST) | OPEX (No GST) |
|----------------|-------------------|---------------|
| 2025/2026      | €22,998 EUR       | \$41,144.07   |
| 2026/2027      | €16,427 EUR       | \$29,388.63   |
| Totals:        | €39,425 EUR       | \$70,532.70   |

### Value for Money

20. Value for money can be demonstrated by:

- Web IQ B.V provided a 5% discount equivalent to \$3,712.25 AUD as of 2 September 2025.
- The quality of the software was assessed as meeting the Departments requirements.
- Public resources were used in an efficient, effective, economical and ethical manner that was not inconsistent with the policies of the Commonwealth by reusing, to the greatest extent possible.
- The risks associated with this procurement is assessed as low given the software from the Vendor is already in use within the department. It is understood and familiar to users and is supported by technical resources.
- The business area has reviewed the quote and confirms it achieves value for money.

s. 22(1)(a)(ii)

### Procurement Policies

24. This procurement was conducted in accordance with the Procurement Connected Policies and the Department's Procurement Policy Framework (see Compliance Checklist at Appendix 2).

s. 22(1)(a)(ii)

## Recommendation

It is recommended that as:

- s. 22(1)(a)(ii), you confirm that the required funds of € 39,425.00 EUR (no GST) equivalent to \$70,532.70 AUD as of 2 September 2025 to procure Voyager Darkcloud subscription software licences are available.

Approved ☒ Not Approved ☐

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Superintendent, Border Systems  
Support Branch

...5... / ..... / 2025

- PGPAAs23(3) ICT Software delegate, you approve this proposed commitment of relevant money to the value of € 39,425.00 EUR (no GST) equivalent to \$70,532.70 AUD as of 2 September 2025, to procure Voyager Darkcloud subscription software licences from Web IQ B.V. as a limited tender procurement below the relevant procurement threshold.
- PGPAAs60 delegate, you grant the indemnity in accordance with the Accountable Authority Instructions

Approved ☒ Not Approved ☐

s. 22(1)(a)(ii)

Acting Assistant Director

IT Procurement Section

...05... / ...09... / 2025

**Contact Officer:** s. 22(1)(a)(ii), Assistant Director, IT Procurement Section

**Branch / Division:** Sourcing and Vendor Management Branch, Strategy Digital & Data Division

## Attachments:

A. Quote

B. EULA

B. Data Processing

D. Terms and Conditions

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## APPENDIX 1 - RISK ASSESSMENT

| Likelihood Scales                                  |                                                                                           |                                                                    | Home Affairs Risk Matrix |                                                                                                                                                                  |                                                                                                                                                                                                           |       |                |       |        |        |         |         |
|----------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------|-------|--------|--------|---------|---------|
| CHANCE<br><br>Qualitative assessment of likelihood | FREQUENCY<br>the rate at which something occurs or is repeated over a given a sample rate | PROBABILITY<br>a statistical or actuarial assessment of likelihood | Likelihood               | Risk Matrix                                                                                                                                                      | CONSEQUENCE                                                                                                                                                                                               |       |                |       |        |        |         |         |
|                                                    |                                                                                           |                                                                    |                          |                                                                                                                                                                  | Insignificant                                                                                                                                                                                             | Minor | Moderate       | Major | Severe |        |         |         |
|                                                    |                                                                                           |                                                                    |                          | The event and its consequences are expected to occur in most circumstances / has occurred in Department in the last year                                         | Has occurred 9 or 10 times in the past 10 years in this organisation or circumstances are in train that will almost certainly cause it to happen                                                          | >95%  | Almost Certain | Low   | Medium | High   | Extreme | Extreme |
|                                                    |                                                                                           |                                                                    |                          | The event and its consequences will probably occur in most circumstances / has occurred in Department in the past                                                | Has occurred more than 7 times over 10 years in this organization or in other similar organizations or circumstances have such that it is likely to happen in the next few years                          | >65%  | Likely         | Low   | Medium | Medium | High    | Extreme |
|                                                    |                                                                                           |                                                                    |                          | The event and its consequences might occur at some time in most circumstances / has occurred at least once in the Department                                     | Has occurred in this organization more than 3 times in the past 10 years or occurs regularly in similar organizations or is considered to have a reasonable likelihood of occurring in the next few years | >35%  | Possible       | Low   | Low    | Medium | High    | High    |
|                                                    |                                                                                           |                                                                    |                          | The event and its consequences is not expected to occur in most circumstances / has not occurred in the Department but has occurred in other government entities | Has occurred 2 or 3 times over 10 years in this organization or similar organizations                                                                                                                     | <35%  | Unlikely       | Low   | Low    | Low    | Medium  | High    |
|                                                    |                                                                                           |                                                                    |                          | The event and its consequences will only occur in exceptional circumstances / is possible, but is not known to have occurred in the past                         | Has occurred or can reasonably be considered to occur only a few times in 100 years.                                                                                                                      | <5%   | Rare           | Low   | Low    | Low    | Medium  | Medium  |

OFFICIAL: Sensitive

| Item | Risk | Cause | Likelihood | Consequence | Treatment | (Final) Risk Level |
|------|------|-------|------------|-------------|-----------|--------------------|
|------|------|-------|------------|-------------|-----------|--------------------|

s. 22(1)(a)(ii)

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| Item | Risk              | Cause | Likelihood | Consequence | Treatment | (Final) Risk Level |
|------|-------------------|-------|------------|-------------|-----------|--------------------|
|      | <div>SECRET</div> |       |            |             |           |                    |

OFFICIAL: Sensitive

## APPENDIX 2 – COMPLIANCE CHECKLIST

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Procurement Connected Policies</p> <p>Identify the <u>Procurement Connected Policies</u> that apply to this procurement.</p>                                                                                                          | <p>The services / goods can only be supplied by Web IQ B.V.</p>                                                                                                                                                                                                                                                      |
| <p>Was a Procurement Plan previously signed off by the PGPAAs23(3) Delegate?</p>                                                                                                                                                         | <p><input checked="" type="checkbox"/> NO – This procurement is for a standard ICT product/service</p> <p><input type="checkbox"/> NO – This procurement utilises an existing arrangement</p> <p><input type="checkbox"/> YES – Detail name of delegate and date of approval and/or file reference:</p> <p>_____</p> |
| <p>Has the relevant cost centre manager confirmed verbally or in writing (commensurate with scale and scope of the arrangement) that there is funding available to cover the proposed expenditure?</p>                                   | <p><input checked="" type="checkbox"/> YES – Refer to RECOMMENDATION section</p>                                                                                                                                                                                                                                     |
| <p>Does the procurement involve spending beyond the current financial year (current appropriation*)?</p> <p>*Current appropriations are approved by Parliament or is part of a bill that is before the Parliament. E.g. Budget Bill.</p> | <p><input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES – refer to FUNDS AVAILABILITY section</p>                                                                                                                                                                                              |

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|                                                                                                                             |                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Does the value of the procurement exceed \$200,000 (GST inclusive) and involve spending beyond the current appropriations?  | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – the FUNDS AVAILABILITY ASSESSMENT is attached.       |
| Does the arrangement (contract) involve prepayments over \$50,000 (GST exclusive)?                                          | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to PREPAYMENT section                          |
| Were Consider First and Fair Criteria Assessments undertaken?                                                               | <input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> YES – TRIM                                     |
| Does the Environmentally Sustainable Procurement Policy for ICT Goods over \$1,000,000 apply?                               | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES – refer to TRIM ADF                                    |
| Is the arrangement (contract) for ICT Hardware, ICT Software and/or Cloud Services?                                         | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to RECOMMENDATION section                      |
| Is the resulting contract formed under the terms and conditions of the Whole of Government SAP, IBM or Oracle arrangements? | <input checked="" type="checkbox"/> NO                                                                                        |
| Is the Procurement for a Sponsorship?                                                                                       | <input checked="" type="checkbox"/> NO                                                                                        |
| Does the arrangement (contract) involve Official Travel (domestic or international)?                                        | <input checked="" type="checkbox"/> NO<br><input type="checkbox"/> YES –refer to RECOMMENDATION section                       |
| Does the arrangement (contract) involve Official Hospitality involving Home Affairs officials?                              | <input checked="" type="checkbox"/> NO                                                                                        |
| Does the arrangement (contract) involve Home Affairs providing an indemnity, guarantee or warranty to the Contractor?       | <input type="checkbox"/> NO<br><input checked="" type="checkbox"/> YES – refer to RISK ASSESSMENT and RECOMMENDATION sections |

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under the Freedom of Information Act 1982

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Is this procurement for Consultancy Services?</p>                                                                                                                                                                                     | <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> YES – Approved Business Case Attached</p> <p>The consultancy must be reported with only one of the following three reasons. If there are multiple reasons, you should select the most appropriate reason:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> need for independent research or assessment</li><li><input type="checkbox"/> need for specialised or professional skills</li><li><input type="checkbox"/> skills currently unavailable within the Department.</li></ul> |
| <p>Did the evaluation process depart from the approved evaluation plan in any way, were there any conflicts of interest identified throughout the procurement process or were there any other ethical or probity issues encountered?</p> | <p><input checked="" type="checkbox"/> NO</p> <p><input type="checkbox"/> YES – refer to the EVALUATION REPORT attached</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## DarkCloud Agreement | Web-IQ B.V.

August 28, 2025

### The Parties:

Web-IQ B.V., located at S. 47F(1) and registered with the Dutch Chamber of Commerce at number 53250036, in this matter duly represented by S. 47F(1) in his capacity of CEO (hereinafter referred to as ["**Web-IQ**"]);

And

Department of Home Affairs and Australian Border Force located at 6 Chan Street, Belconnen Act 2616, in this matter duly represented by S. 22(1)(a)(ii) in the capacity of Acting Assistant Director, IT Procurement Section (hereinafter referred to as ["**Customer**"]);

Hereinafter collectively referred to as "**Parties**" and individually as "**Party**";

### Take into consideration:

- Web-IQ develops high-end Open Sources Intelligence (OSINT) solutions for governments, law enforcement agencies and financial institutions;
- DarkCloud is one of these OSINT solutions and is being offered by Web-IQ as a service;
- Customer wishes to make use of the services offered by Web-IQ, which Web-IQ is willing to provide;
- The Parties will, in the light of the above, lay down the terms and conditions applying with regard to agreed services to be provided by Web-IQ in the agreement and related attachments.

### And agree as follows:

#### 1. Formation of and attachments to the agreement

- 1.1. The agreement shall come into existence by signing of the agreement by both Parties and shall enter into force on November 1st 2025 ["**Effective Date**"].
- 1.2. The following attachments are part of the agreement:
  1. the Data Processing Agreement
  2. End User License Agreement
  3. the General Terms and Conditions
- 1.3. The documents referred to in Section 1.2 shall be deemed to be attachments to the agreement and shall form part thereof.

## 2. Description of Services

- 2.1. Pursuant to this agreement, Web-IQ will provide the following services to Customer. The provisions below relate to the services to be provided as part of the DarkCloud:

### *DarkCloud*

DarkCloud includes the use of the Voyager Intelligence Platform. This platform developed and owned by Web-IQ continuously crawls data from the darknet and automatically analyses this data in order to provide insights, alerting and searches via Web-IQ's intuitive user interface.

All Voyager components and plugins are available and new innovations and features that will be developed within the term of this contract will automatically be made available to the Customer.

Capacity of this platform fits the discussed use cases and is managed by Web-IQ's operational team. In the case of future new demands, specifications may be extended, and extra capacity can be arranged at a reasonable cost.

s. 22(1)(a)(ii)

These datasets will be updated on a daily basis. Customer will have the updates available via this cloud solution every following day. Other darknet or clear web data that is of specific interest to you, can be made available to the system and your team based on a fair use policy.

### *Open Language Intelligence*

Unlimited language pairs are included.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

s. 22(1)(a)(ii)

*Support & Training*

Our Web-IQ team is continuously studying darknet developments using our own technology, but also in close co-operation with our customers and partners. Customer acquires, by entering this agreement, access to this knowledge and data. Our team has reserved 96 hours to support your team in knowledge, cases and configurations. If desirable, our team can give an on-site or remote training to the persons new to DarkCloud. A remote training is included in the price. #

Customer wishes to s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

# s. 22(1)(a)(ii)

- 3.2. Web-IQ will send an invoice within 10 days after the Effective Date.
- 3.3. Payment term for all issued invoices is 14 days.

## 4. Privacy

- 4.1. Privacy is of great importance to Web-IQ. During and after the execution of the agreement, Web-IQ shall take into account the privacy interests of the Customer and those involved. Web-IQ will at all times treat personal data provided by the Customer with care.
- 4.2. This agreement and the services to be provided are governed by the Data Processing Agreement, set forth in attachment 1 to this agreement.

## 5. Confidentiality

- 5.1. The Parties will treat the information they provide each other before, during or after the performance of this agreement as confidential if such information has been marked confidential or if the receiving party is aware or should reasonably assume that the information was intended to be confidential. The Parties will also impose this obligation on their employees, as well as on any third party they have engaged to perform the agreement.
- 5.2. Without written consent, both Parties will refrain from external communications regarding this agreement and collaboration.

## 6. Term

6.1. This agreement shall enter into force on the Effective Date for a period of one year.

## 7. Miscellaneous provisions

7.1. The agreement and the attachments are subject to Dutch law.

7.2. All disputes that may arise between Web-IQ and the Customer shall be submitted to the competent court in the district where Web-IQ has its registered office.

### Thus signed:

#### Web-IQ B.V.

Name S. 47F(1)

Job title CEO

Date 05-09-2025

Signature

S. 47F(1)

#### HA & ABF

Name S. 22(1)(a)(ii)

Job title Acting Assistant Director

Date \_\_\_\_\_

Signature

S. 22(1)(a)(ii)