Matreon

Terms of Service

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> *This is an English translation of our Dutch Terms of Service (Algemene voorwaarden). It is provided for convenience only; in case of any difference in meaning, the Dutch version prevails.*

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These terms of service apply to every offer or quotation of Matreon IT in respect of Services and form an integral part of every Agreement between Matreon IT and Customer. Provisions or conditions stipulated by Customer that deviate from, or do not appear in, these Terms of Service are binding on Matreon IT only if and to the extent that Matreon IT has expressly accepted them In Writing.
Capitalized terms have the meaning set out in the last article.

Article 1. Formation of the Agreement

1. Customer may request the Services directly from the Matreon IT Website. The Agreement is formed at the moment the email from Matreon IT (whether or not automatically generated) containing the confirmation and acceptance of the request is sent. This request is binding. Customer may also request a non-binding (vrijblijvend) quotation. The Agreement is formed at the moment acceptance of the quotation is received, provided that this occurs before the expiration date stated in the quotation.

2. If Customer is a consumer (consument), Customer has a period of fourteen days from the moment the order was placed to dissolve (ontbinden) the Agreement In Writing and free of charge. With the exception of domain registrations and/or licenses.

Article 2. Performance of the Agreement

1. After the Agreement has been formed, Matreon IT shall perform it to the best of its ability and with sufficient care and professional skill.

2. Matreon IT shall use its best efforts to achieve good-quality and uninterrupted availability of the Services and the associated systems and networks, and to provide access to data stored by Customer by means thereof. However, Matreon IT gives no guarantees regarding quality or availability, unless otherwise agreed in the quotation by means of a Service Level Agreement (SLA) designated as such.

3. Delivery periods stated by Matreon IT are always indicative, except where the applicable SLA sets periods that cannot be construed other than as an obligation of result (resultaatsverbintenis).

4. If and to the extent that proper performance of the Agreement so requires, Matreon IT has the right to have certain work performed by third parties. Any unexpected additional costs related thereto shall be borne by Customer only if this has been agreed In Writing in advance. These Terms of Service also apply to the work that third parties perform in the context of the Agreement.

5. If so agreed, Matreon IT shall provide Customer with access to an Account. The Account will be accessible by entering a password and username. Every action that takes place through Customer's Account or an Account created by Customer is deemed to have taken place under the responsibility and at the risk of Customer. If Customer suspects, or reasonably should

suspect or know, that misuse of an Account is taking place, Customer must report this to Matreon IT as soon as possible so that Matreon IT can take measures.

6. Matreon IT shall remain available to provide a reasonable level of remote customer support by telephone and email during regular business hours, unless the applicable SLA provides otherwise.

7. All changes to the Agreement, whether at the request of Customer or as a result of the fact that, due to any circumstances whatsoever, a different performance is necessary, shall be regarded as additional work (meerwerk) if they involve additional costs, and as reduced work (minderwerk) to the extent they result in lower costs. These shall be invoiced to Customer accordingly.

Article 3. Obligations of Customer

1. Customer is obliged to do, and to refrain from doing, everything that is reasonably necessary and desirable to enable timely and correct performance of the Agreement. In particular, Customer shall ensure that all data that Matreon IT indicates are necessary, or that Customer should reasonably understand are necessary for performing the Services, are provided to Matreon IT in a timely manner. The period within which Matreon IT must perform the Agreement does not commence until all requested and required data have been received by Matreon IT.

2. If Customer knows or can suspect that Matreon IT will have to take certain (additional) measures in order to meet its obligations, Customer shall notify Matreon IT thereof without delay. This obligation applies, for example, if Customer knows or should foresee that an extraordinary peak in load on the systems of Matreon IT will occur that could, with some degree of probability, cause unavailability of the Services. This applies all the more if Customer knows that Services are also provided to others through the same systems that Matreon IT uses to provide Services to Customer. After being warned, Matreon IT shall do everything possible to prevent unavailability of the Services. Unless expressly agreed otherwise In Writing, all reasonable additional costs incurred in doing so may be charged to Customer.

3. Customer may under no circumstances use the Services for High-Risk Applications.

4. If Customer requires any permit or other permission from government authorities or third parties for the specific use that Customer makes or intends to make of the Services, Customer shall itself be responsible for obtaining it. Customer warrants to Matreon IT that it holds all permits and/or permissions necessary for Customer's use of the Services.

Article 4. Code of Conduct and Notice/Takedown

1. Customer is prohibited from using the Services to violate Dutch laws or regulations, or other

laws or regulations applicable to Customer or Matreon IT, or to infringe the rights of others.

2. Matreon IT prohibits (whether or not this is legal) the use of the Services to offer or distribute Materials that:
    - are unmistakably primarily intended to assist others in violating the rights of third parties, such as websites containing (exclusively or mainly) hacking tools or explanations of computer crime that are apparently intended to enable the reader to commit (or cause others to commit) the criminal conduct described, and not to defend against it;
    - are unmistakably defamatory, libelous, insulting, racist, discriminatory, or incite hatred;
    - contain child pornography or bestiality pornography, or are apparently aimed at helping others find such materials;
    - constitute a violation of the privacy of third parties, including in any event but not limited to the distribution of personal data of third parties without consent or necessity, or the repeated harassment of third parties with communications unwanted by them;
    - contain hyperlinks, torrents, or references to (locations of) material that unmistakably infringes copyrights, neighboring rights, or portrait rights (portretrechten);
    - contain unsolicited commercial, charitable, or idealistic communications;
    - contain malicious content such as viruses or spyware.
3. Distributing pornographic Materials through the Services is permitted to the extent this does not cause a nuisance or any other violation of these Terms of Service.
4. Customer shall refrain from hindering other customers or internet users, or causing damage to systems or networks of Matreon IT or other customers. Customer is prohibited from starting processes or programs, whether or not via the systems of Matreon IT, of which Customer knows or can reasonably suspect that they hinder or cause damage to Matreon IT, its customers, or internet users.
5. If, in the opinion of Matreon IT, hindrance, damage, or any other danger arises to the functioning of the computer systems or network of Matreon IT or third parties and/or to the provision of services via the internet, in particular due to excessive sending of email or other data, denial-of-service attacks, poorly secured systems, or activities of viruses, Trojans, and similar software, Matreon IT is entitled to take all measures it reasonably deems necessary to avert or prevent this danger. Matreon IT may recover from Customer the costs reasonably and necessarily associated with these measures if Customer can be blamed for the cause.
6. When Matreon IT receives a complaint about a violation of this article by Customer, or itself establishes that this appears to be the case, Matreon IT shall inform Customer of the complaint or violation as soon as possible. Customer shall respond as soon as possible, after which Matreon IT shall decide how to act. In exceptional cases where, in the opinion of Matreon IT, the complainant has requested that the complaint not be forwarded, or where Matreon IT considers the violation to be unmistakable, Matreon IT need not forward the complaint.
7. If Matreon IT is of the opinion that a violation has occurred, it shall block access to the Material concerned, but without permanently deleting that Material (unless this proves technically impossible, in which case Matreon IT shall make a backup). Matreon IT shall use its best efforts not to affect any other Materials in doing so. Matreon IT shall inform Customer of

the measures taken as soon as possible.

8. Matreon IT is entitled at all times to report any criminal offenses it discovers to the authorities (aangifte doen). Furthermore, Matreon IT is entitled to provide the name, address, and other identifying data of Customer to a third party who complains that Customer is infringing that third party's rights or these Terms of Service, provided that the validity of that complaint is reasonably sufficiently plausible and the third party has a clear interest in the disclosure of the data.

9. Although Matreon IT strives to act as reasonably, carefully, and adequately as possible following complaints about Customer, Matreon IT shall never be obliged to compensate damage resulting from measures as referred to in this article.

10. Customer is permitted to resell the Services (“reselling”), but only in combination with or as part of Customer's own products or services and without disclosing the name of Matreon IT as supplier or subcontractor. Customer shall indemnify Matreon IT against all claims by its customers. Matreon IT may also take action without restriction in the event of violations of these terms of service by those customers.

Article 5. Domain Name Requests

1. The application for, assignment of, and any use of a domain name are dependent on and subject to the applicable rules and procedures of the relevant registration authorities, such as Stichting Internet
   Domeinregistratie Nederland (SIDN) for .nl domain names. The relevant authority decides on the assignment of a domain name. Matreon IT acts only as an intermediary in the application and does not guarantee that an application will be granted.

2. Customer can learn of the fact of registration only from the confirmation from Matreon IT stating that the requested domain name has been registered.
   An invoice for registration fees is not a confirmation of registration.

3. Customer indemnifies and holds Matreon IT harmless against all damage related to (the use of) a domain name on behalf of or by Customer. Matreon IT is not liable for Customer's loss of its right(s) to a domain name, or for the fact that the domain name is applied for and/or obtained by a third party in the interim, except in the event of intent or deliberate recklessness (opzet of bewuste roekeloosheid) on the part of Customer.

4. Customer must comply with the rules that registration authorities set for the application for, assignment of, or use of a domain name. Matreon IT shall refer to these rules during the registration procedure.

5. Matreon IT has the right to make the domain name inaccessible or unusable, or to place it (or have it placed) in its own name, if Customer demonstrably remains in default in the performance of the Agreement, but only for as long as Customer is in default and only after the expiry of a reasonable period for performance set in a written notice of default

(ingebrekestelling).

6. In the event of dissolution of the Agreement due to non-performance (wanprestatie) by Customer, Matreon IT is entitled to cancel (opzeggen) a domain name of Customer, subject to a notice period of two months.

Article 6. Storage and Data Limits

1. There is no maximum on the amount of storage space or data traffic per month that Customer may or can actually use in the context of the Services, unless otherwise agreed in the Agreement for the relevant Services.

2. If Customer uses an excessive amount of storage space or data traffic, Matreon IT shall contact Customer to find an appropriate solution.

3. If an excessive amount of data traffic is caused by an external cause (such as a denial-of-service attack), Matreon IT is entitled to pass on the costs to Customer on a reasonable basis.

Article 7. Intellectual Property Rights

1. All intellectual property rights in all Materials developed or made available by Matreon IT in the context of the Agreement are vested exclusively in Matreon IT or its licensors.

2. Customer acquires only the rights of use and powers that are expressly granted in these Terms of Service, the Agreement, or otherwise In Writing, and Customer shall not otherwise reproduce or make public (openbaar maken) these Materials. The foregoing is subject to an exception if the express grant of such a right to Customer was unmistakably omitted by mistake. However, delivery of the source code of Materials is at all times required only if expressly agreed.

3. Unless and to the extent otherwise agreed In Writing, Customer is not permitted to remove or modify any notice regarding copyrights, trademarks, trade names, or other intellectual property rights from these Materials, including notices regarding the confidential nature and secrecy of the Materials.

4. Matreon IT is permitted to take technical measures to protect its Materials. If Matreon IT has secured these Materials by means of technical protection, Customer is not permitted to remove or circumvent such security, except if and to the extent that mandatory law provides otherwise.

Article 8. Prices

1. Unless expressly stated otherwise with respect to an amount, all prices quoted by Matreon IT are exclusive of value-added tax (VAT; omzetbelasting) and other levies imposed by the government.

2. If a price is based on data provided by Customer and such data prove to be incorrect, Matreon IT has the right to adjust the prices accordingly, even after the Agreement has already been formed.

3. If the Agreement concerns a Subscription, Matreon IT is entitled to adjust the applicable rates at any time for inflation, as determined by the relevant price index of Statistics Netherlands (CBS).

4. Price changes are subject to the same conditions and procedures as changes to the Services and to these Terms of Service.

Article 9. Payment Terms

1. Matreon IT shall invoice Customer for the amounts owed by Customer. Matreon IT may issue electronic invoices for this purpose. Matreon IT has the right to charge periodically payable amounts prior to the delivery of the Services.

2. The payment term of an invoice is 14 days from the invoice date, unless otherwise agreed In Writing.

3. If Customer has not paid in full 14 days after the payment term, Customer is automatically in default (verzuim) without any notice of default being required.

4. If Customer is in default, this has the following consequences:

    - Statutory interest (wettelijke rente) is owed on the outstanding amount;
    - the websites and other Materials hosted for Customer may be made inaccessible without further warning until the outstanding amounts, interest, and the like have been paid.
    - Unless Customer is a consumer, Customer may not invoke suspension (opschorting), set-off (verrekening), or deduction.
    - If Customer fails to perform any obligation under the Agreement, Matreon IT is entitled, without any notice of default, in addition to suspending Services, to take back delivered goods, without prejudice to Matreon IT's right to compensation for damage, lost profits, and interest.

Article 10. Liability

1. In connection with the formation or performance of the Agreement, Matreon IT is not liable except in the cases set out below, and at most up to the limits stated therein. However, in cases where the compensation scheme in the SLA, which constitutes a penalty clause (boetebeding), applies, the payment thereunder replaces compensation for the actual damage that may arise from a breach of the standards in the SLA.

2. The total liability of Matreon IT for damage suffered by Customer as a result of an attributable failure (toerekenbare tekortkoming) by Matreon IT in the performance of its obligations under the Agreement, expressly including any failure to perform a warranty obligation agreed with Customer, or as a result of an unlawful act (onrechtmatig handelen) by Matreon IT, its employees, or third parties engaged by it, is limited, per event or series of related events, to an amount equal to the total of the fees (excluding VAT) that Customer will owe under the Agreement or, if the Agreement has a term of more than three (3) months, an amount equal to the fees that Customer paid in the last three (3) months. In no event, however, shall the total compensation for direct damage exceed five thousand (5,000) euros (excluding VAT).

3. Matreon IT is expressly not liable for indirect damage, consequential damage, lost profits, lost savings, and damage due to business interruption.

4. Matreon IT's liability for an attributable failure in the performance of the Agreement arises only if Customer promptly and properly gives Matreon IT notice of default In Writing, setting a reasonable period for remedying the failure, and Matreon IT, even after that period, continues to attributably fail in the performance of its obligations. The notice of default must contain as detailed a description of the failure as possible, so that Matreon IT is able to respond adequately. The notice of default must be received by Matreon IT within 30 days after the discovery of the damage.

5. The exclusions and limitations referred to in this article shall lapse if and to the extent that the damage results from intent or deliberate recklessness on the part of the management of Matreon IT.

6. Customer is liable to Matreon IT for damage caused by an error or failure attributable to Customer. Customer indemnifies Matreon IT against claims relating to non-compliance with the code of conduct in Article 4 in the use of the Services by or with the consent of Customer. This indemnity also applies with respect to persons who, although not employees of Customer, have nevertheless used the Services under the responsibility or with the consent of Customer.

Article 11. Force Majeure

1. Neither party can be required to perform any obligation if a circumstance beyond the control of the parties, which could not or should not already have been foreseen when the Agreement was concluded, eliminates every reasonable possibility of performance.

2. Force majeure (overmacht) also includes (but is not limited to): disruptions of public infrastructure that is normally available to Matreon IT and on which the delivery of the

Services depends, but over which Matreon IT cannot exercise actual control or a contractual obligation of performance, such as the operation of the registries of IANA, RIPE, or SIDN, and all networks on the internet with which Matreon IT has not concluded a contract; disruptions in infrastructure and/or Services of Matreon IT that are caused by computer crime, for example (D)DOS attacks or attempts, whether or not successful, to circumvent network security or system security; failures of suppliers of Matreon IT that Matreon IT could not foresee and for which Matreon IT cannot hold its supplier liable, for example because the supplier concerned was (also) affected by force majeure; defectiveness of items, equipment, software, or other source material the use of which Customer has prescribed; unavailability of staff members (due to illness or otherwise); government measures; general transportation problems; strikes; wars; terrorist attacks; and civil unrest.

3. If a force majeure situation lasts longer than three months, each of the parties has the right to dissolve the agreement In Writing. In that case, whatever has already been performed under the agreement shall be settled proportionally, without the parties otherwise owing each other anything.

Article 12. Confidentiality

1. The parties shall treat as confidential any information that they provide to each other before, during, or after the performance of the Agreement if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. The parties shall also impose this obligation on their employees and on third parties engaged by them for the performance of the Agreement.

2. Matreon IT shall not take cognizance of data that Customer stores and/or distributes via the systems of Matreon IT, unless this is necessary for proper performance of the Agreement or Matreon IT is obliged to do so under a statutory provision or court order. In that case, Matreon IT shall use its best efforts to limit its cognizance of the data as much as possible, to the extent this is within its control.

3. The obligation of confidentiality shall also continue to exist after termination of the Agreement for whatever reason, for as long as the disclosing party can reasonably claim the confidential nature of the information.

Article 13. Term and Termination

1. The term of the Agreement is the period of time required to deliver the Services. If the Agreement is a Subscription, it is entered into for an indefinite period.

2. Either party may terminate (opzeggen) an Agreement entered into for an indefinite period, subject to a notice period of 14 days.

3. Matreon IT may suspend or terminate the Agreement with immediate effect In Writing if at

least one of the following special grounds applies:

- Customer is in default with respect to an essential obligation;
- A petition for the bankruptcy (faillissement) of Customer has been filed;
- Customer has applied for a suspension of payments (surseance van betaling);
- The activities of Customer are discontinued or liquidated.

4. If Matreon IT suspends the performance of its obligations, it retains its claims under the law and the Agreement, including the claim to payment for the Services that have been suspended.

5. If the Agreement is terminated or dissolved, the claims of Matreon IT against Customer become immediately due and payable. In the event of dissolution of the Agreement, amounts already invoiced for performance rendered remain owed, without any obligation to undo such performance (ongedaanmaking). In the event of dissolution by Customer, Customer may dissolve only that part of the agreement that has not yet been performed by Matreon IT. If the dissolution is attributable to Customer, Matreon IT is entitled to compensation for the damage arising directly and indirectly therefrom.

6. The right of suspension in the aforementioned cases applies to all Agreements concluded with Customer simultaneously, even if Customer is in default with respect to only one Agreement, and without prejudice to Matreon IT's right to compensation for damage, lost profits, and interest.

Article 14. Procedure After Termination

1. After termination of the Agreement, whether as a result of termination (opzegging) or dissolution (ontbinding), Matreon IT is entitled to immediately delete or make inaccessible all stored data and to close all Accounts of Customer.

2. Deletion of data stored for Customer takes place by default without special precautions to make the deletion irreversible, but may, upon request and for an additional fee, be carried out using a software-based data shredder.

Article 15. Order of Precedence and Amendment of Terms

1. Matreon IT reserves the right to change or supplement the Services and these Terms of Service. Changes also apply to agreements already concluded, subject to a period of 30 days after announcement of the change.

2. Changes shall be announced on the Matreon IT Website, or by email to Customer, or through another channel by which Matreon IT can prove that the announcement reached Customer. Non-substantive changes of minor importance may be implemented at any time and do not require notification.

3. If Customer does not wish to accept a change, Customer must notify Matreon IT thereof In Writing, stating its reasons, within two weeks after the announcement. Matreon IT may then reconsider the change. If Matreon IT does not subsequently withdraw the change, Customer may, until the date on which the new terms take effect, terminate the agreement as of that date.

4. Provisions relating to specific Services, where applicable, take precedence over general provisions relating to all services. Further arrangements between Matreon IT and Customer prevail over these Terms of Service only if they are In Writing and if this has been expressly stipulated, or was unmistakably the intention of both parties.

Article 16. Miscellaneous Provisions

1. The Agreement is governed by Dutch law.

2. Except to the extent otherwise prescribed by rules of mandatory law, all disputes that may arise in connection with the Agreement shall be submitted to the competent Dutch court for the judicial district (arrondissement) in which Matreon IT has its registered office.

3. If any provision of the Agreement proves to be void (nietig), this shall not affect the validity of the entire agreement. In that case, the parties shall establish (a) new provision(s) to replace it, giving effect, as far as legally possible, to the intention of the original Agreement and Terms of Service.

4. Information and communications, including price indications, on the Matreon IT Website are subject to programming and typing errors. In the event of any inconsistency between the Matreon IT Website and the Agreement, the Agreement prevails.

5. The log files and other records of Matreon IT, whether or not electronic, constitute conclusive evidence (volledig bewijs) of the assertions of Matreon IT, and the version of any (electronic) communication received or stored by Matreon IT shall be deemed authentic, subject to evidence to the contrary to be provided by Customer.

6. The parties shall always notify each other In Writing without delay of any changes in name, postal address, email address, telephone number and, upon request, bank or giro account number.

7. Each party is entitled to transfer its rights and obligations under the Agreement to a third party only with the prior consent In Writing of the other party. However, this consent is not required in the event of a business takeover or an acquisition of the majority of the shares of the party concerned.

Article 17. Protection of Personal Data

1. Matreon IT and Customer mutually undertake to act in accordance with the legislation on the protection of personal data.

2. Matreon IT shall not provide personal data of Customer to third parties or use it for purposes other than the agreed purposes without the express (written) consent of Customer or a legal obligation. In doing so, Matreon IT takes into account the necessity and nature of the Agreement concluded with Customer, as well as the purpose for which the personal data were collected or are used and the period for which the data need to be retained for that purpose.

3. Matreon IT has taken appropriate technical and organizational measures to secure the personal data of Customer against loss or any form of unlawful processing.

4. Matreon IT is entitled to engage third parties in the context of performing an Agreement concluded at a distance (Overeenkomst op afstand). If such a third party will process personal data of Customer, Matreon IT requires the consent of Customer. By entering into an Agreement with Matreon IT, Customer consents to the processing of personal data through any engagement of third parties.

5. Customer is free, during the term of the Agreement, to engage an independent expert to audit (or have audited) the compliance of Matreon IT in the area of the processing of personal data. In such a case, Customer shall bear the costs.

6. Matreon IT processes the personal data of Customer only within the European Economic Area, unless Matreon IT and Customer have made other written arrangements in this regard.

Article 18. Data Breach Notification Obligation

1. With due observance of the General Data Protection Regulation (GDPR), Matreon IT shall report any data breaches to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens). Where applicable, Matreon IT shall inform Customer thereof in a timely and complete manner. The Policy Rules on the Data Breach Notification Obligation (Beleidsregels meldplicht datalekken) of the Dutch Data Protection Authority provide more information on this.

2. To determine whether a data breach has occurred, Matreon IT (and Customer) must make use of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG; GDPR) and the Policy Rules on the Data Breach Notification Obligation.

3. All security incidents as a result of which the protection of personal data has at any time been breached, or as a result of which personal data have been exposed to loss or unlawful processing, are classified by Matreon IT (and Customer) as a ‘data breach’ (for example, the loss of a USB stick or computer, a break-in by a hacker, sending an email in which the email addresses are visible to all recipients, a calamity such as a fire in a data center, or a malware

infection).

4. The data breach notification obligation does not apply if the breach is unlikely to result in a high risk to the rights and freedoms of natural persons.

5. If Customer has become aware of a data breach, Customer must report it to the Dutch Data Protection Authority as soon as possible, where possible within 72 hours. If this is not possible, Customer must provide an explanation for the delay.

Article 19. Definitions of Terms Used

In these terms, the following definitions apply:
Matreon IT: the company Matreon IT, established in Den Helder and registered with the Netherlands Chamber of Commerce (Kamer van Koophandel, KvK) under file number 96383801.

Matreon IT Website: the website of Matreon IT, accessible via the domain matreon.nl, matreon.cloud, matreon.net, matreondns.net and matreonhosting.com

Subscription: the Agreement under which one or more of the parties undertakes to perform continuously or repeatedly for a certain period of time (e.g., a 12-month hosting contract).

Account: the right of access to a user interface through which Customer can manage and configure (certain aspects of) the Services, as well as the configuration(s) and the files stored for Customer themselves.

Terms of Service: the provisions of this document.

Customer: the natural person or legal entity with whom Matreon IT has concluded an Agreement. This also refers to the person who enters into or is in negotiations with Matreon IT in that regard, as well as their representative(s), authorized agent(s), successor(s) in title, and heirs.

Services: the products and/or services that Matreon IT shall provide to Customer under an Agreement.

Materials: all works and data, such as websites and (web) applications, software, texts, images, logos and other files or content, that are stored, offered or distributed using the Services, or that Matreon IT develops or makes available in the context of the Agreement.

Agreement: any agreement between Matreon IT and Customer under which Matreon IT provides Services, including these Terms of Service and any SLA.

In Writing: by letter, by email or through Matreon IT's customer portal (My Matreon), unless these Terms of Service expressly provide otherwise.

High-Risk Applications: applications in which a failure or error in the Services could lead to death or serious personal injury, serious environmental damage or serious damage to property, such as the control of nuclear facilities, aircraft navigation and communication systems, medical life-support systems and weapons systems.