

VULNERS SERVICES END-USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End-User License Agreement (“Agreement”) is a legal contract between you, either

(a) an individual user or (b) a business organization (in either case the “Licensee”), and Vulners, Inc., a Delaware corporation (“Vulners”).

By accessing or otherwise using Vulners services, Licensee agrees to be bound by the terms of this Agreement and Licensee represents that Licensee is authorized to enter into this Agreement on behalf of Licensee’s corporate entity (if applicable) or as an individual. If Licensee is an individual entering into this Agreement on behalf of a company or other legal entity, Licensee represents that it has the authority to bind such entity and its Affiliates to these terms and conditions; if Licensee does not have such authority, or if Licensee does not wish to be bound by the terms of this Agreement, Licensee must not access or use services. If Licensee has a separately executed written services license agreement with Vulners for services and the terms of such agreement contradict the terms of this Agreement, then the terms of such separate agreement shall govern.

I. DEFINITIONS

“Affiliate” means any entity under the control of Licensee where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

“Services” means a set of application programming interfaces developed by Vulners which allow communication with Vulners website, API or products.

“Confidential Information” means any business and/or technical information that is received by a party (“Recipient”)

from the disclosing party (“Discloser”) that a) is in written, recorded, graphical or other tangible form and is marked

“Confidential” or “Trade Secret” or similar designation; b) is in oral form and identified by the Discloser as “Confidential” or “Trade Secret” or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) is received under circumstances that should reasonably be interpreted as imposing an obligation of confidentiality.

“Documentation” means the technical specification documentation relating to the Vulners services.

“License Level” means the allowed level of usage of the services licensed to Licensee.

II. GENERAL TERMS

1. General services Rights and Obligations.

- a. License. Vulners grants the Licensee a limited, worldwide, non-assignable, non-transferable and non-exclusive license pursuant to this Agreement to install or use Vulners services in accordance with the Documentation and in accordance with the License Type. By accessing, downloading, installation or otherwise using Vulners services, Licensee agrees to be bound by the terms of this Agreement and corresponding License type.
- b. License Types.
 - i. Personal License. Is applicable to individuals using Vulners services for non-commercial purposes only. This type of license is royalty-free;
 - ii. Educational / Research License. Is applicable to individuals and organisations that provide educational services or perform non commercial research. Licensee should contact support@vulners.com to get this type of License. This type of License is royalty-free, binds Licensee to mention Vulners in case of Vulners services usage.
 - iii. Commercial License. All other cases of Vulners services usage fall under Commercial License.
Licensee must pay a license fee according to the tariff plan. Contact support@vulners.com for the latest tariff plans (“Tariff Plan”).
- c. License Term. Licensee is bound to this Agreement during the whole Vulners services usage period.

- d. License Restrictions. Licensee shall not (and shall not allow any third party to):
 - i. reverse engineer the services in any way or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the services by any means whatsoever (except and only to the extent that applicable law prohibits or limits reverse engineering restrictions, and then only with prior written notice to Vulners);
 - ii. distribute (except as expressly permitted herein), sell, sublicense, rent, lease or use the services or Documentation (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;
 - iii. remove any product identification, proprietary, copyright or other notices contained in the services, including but not limited to any such notices contained in Documentation, in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the services, or in any archival or back-up copies, if applicable;
 - iv. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the services or Documentation;
 - v. use the services in contravention to any applicable laws or government regulations;
 - vi. use the services in contravention or violation of any third-party intellectual property or property rights, or in breach of any terms and conditions of such third-party terms of use or any other contractual policy applicable to such third-party service or site.
2. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Vulners and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the services and the Documentation and all copies thereof, modifications thereto, and derivative works based thereupon. Licensee acknowledges that it is obtaining only a limited license right to the services usage and the Documentation and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.
3. Support and Maintenance. Vulners have no Support and Maintenance obligation to Licensee.
4. Payments/Invoicing. Unless otherwise agreed in writing, Vulners will invoice Licensee for commercial services usage according to the Tariff Plan selected by Licensee. In the event that Licensee exceeds the limits set by the applicable Tariff Plan or Licensee uses Vulners services for commercial purposes without subscribing to the Commercial License, Licensee agrees to promptly pay directly to Vulners the charges that Vulners specifies in an invoice for 1) any such excess use or 2) commercial use of non-commercial license grant. In case of excess use, Licensee shall be responsible for paying the fees of the Tariff Plan which supports such excessive use. In case of commercial use of non-commercial license grant, Licensee shall be responsible for paying the fees of the Tariff Plan which supports the applicable volume of use.
5. Payment Terms. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made within thirty (30) days of the date of the applicable invoice. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.
6. Taxes. Fees do not include taxes. If Vulners is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee’s order, other than taxes based on Vulners income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Vulners free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Vulners will be Licensee’s sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Vulners will be the same as if such withholding taxes were not imposed, and Licensee will provide Vulners with official receipts issued by the appropriate taxing authority, or such other evidence as the Vulners may reasonably request, to establish that such taxes have been paid.
7. Termination. Licensee’s license may be terminated by Vulners if (a) Licensee fails to make payment if it uses services for commercial purposes and/or (b) Licensee fails to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. Upon expiration of a license or termination of any license, Licensee shall cease any and all use of the expired or terminated services and so certify to Vulners in writing.
8. Warranty. The Vulners services is being delivered to you "AS IS" and Vulners makes no warranty as to its use or performance.
9. Limitation of Liability.

- a. NEITHER VULNERS NOR ITS SUPPLIERS, IF ANY, SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGE TO SYSTEMS OR DATA, EVEN IF VULNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF VULNERS FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT WILL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO VULNERS IN THE TWO (2) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.
 - b. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.
10. Assignment. Licensee may not, by operation of law or otherwise, transfer any license rights.
11. Controlling Law. For all Licensees, this Agreement shall be governed by the laws of the country where Vulners company is currently registered without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.
12. Survival. Any provision that by the very nature of which should survive shall survive any termination or expiration of this Agreement.
13. Compliance.
- a. Verification/Audits. Upon Vulners reasonable request, Licensee will furnish Vulners with a signed statement confirming whether the services are being used by Licensee in accordance with this Agreement. Further, during the term of this Agreement and for a period of one (1) year thereafter, with prior reasonable notice of at least five (5) days, Vulners may audit Licensee for the purpose of verifying the information provided by Licensee under this Agreement, and for the purpose of verifying that Licensee is conforming to the terms of this Agreement. If an audit reveals an underpayment or that the Licensee's usage is non-conforming to the License Type then the Licensee shall immediately pay the difference in License fees. If an audit reveals that (i) Licensee has intentionally misrepresented its usage of Vulners services, (ii) Licensee materially breached this Agreement, or (iii) Licensee's usage of non-conforming License Type is more than 3 months, then Licensee shall pay Vulners reasonable costs of conducting the audit in addition to any fees due to Licensee's misrepresentation or material breach.
 - b. Validation of Use. In order to protect the services from unauthorized use and in order to confirm Licensee's compliance with the license grants and restrictions set forth in this Agreement, the services may contain validation procedures designed to detect and report to Vulners information identifying usage potentially violating the terms of this Agreement.
14. Confidentiality.
- a. Confidential Information. Any documentation or technical information provided by Vulners, performance information relating to the services, and the terms of this Agreement shall be deemed "Trade Secrets" of Vulners without any marking or further designation.
 - b. Protection of Confidential Information. The Recipient shall a) have the right to disclose the Confidential Information only to its employees, consultants and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Recipient, the Recipient will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. No time limit shall apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret".
 - c. Usage Data/Client Identification. Licensee understands that Vulners may utilize technology that gathers information about Licensee's email, submitted name and surname, social networks account identifiers, computer system configuration, IP address, MAC-address, FQDN, user-agent, browser technical information, user interaction behavior history. Vulners may transfer this information to third party companies or individuals without Licensee notice. Licensee further agrees that Vulners may represent that the Licensee is as a client of Vulners on Vulners services, including by featuring the Licensee's logo.

- d. Exclusions. The Recipient's nondisclosure obligation shall not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser).
 - e. Equitable Relief. The Recipient acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Recipient the Discloser shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.
15. Publicity. Either party may include the other party's company name in a list of customers and/or suppliers without the other party's written consent. Any other use of the other party's name or logo is prohibited without such other party's written consent.
16. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
17. Waivers. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived.
18. Construction and Interpretation. The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country. The use of the terms "including," "include" or "includes" shall in all cases herein mean "including without limitation," "include without limitation" or "includes without limitation," respectively. Unless the context otherwise requires, words importing the singular include the plural and vice-versa. Words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires. This Agreement shall be equally and fairly construed without reference to the identity of the party preparing this document. The parties waive the benefit of any statute, law or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist.
19. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.
20. Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies to which the parties are entitled by law. The exercise by either party of any right or remedy under this Agreement or under applicable law will not preclude such party from exercising any other right or remedy under this Agreement or to which such party is entitled by law.
21. Entire Agreement. This Agreement, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of Vulners. Vulners may modify this Agreement from time to time. It is Licensee's responsibility to track changes in the Agreement.