



## CB Dark Knight Holdings LLC International End User License Agreement (EULA)

THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") governs the use of and access to the Solution(s) developed by one of the CB Dark Knight Holdings LLC group of companies (collectively, the "Supplier"), including but not limited to Searchlight Cyber Ltd, Searchlight Cyber LLC, and Assetnote Pty Ltd (each, a "CB Dark Knight Company"), by you or the legal entity you represent (the "Customer").

BY CLICKING ON THE "I ACCEPT" BUTTON, MAKING A PAYMENT, OR ACCESSING THE SUPPLIER SOLUTION, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY AND TO COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. THE TERM "CUSTOMER" REFERS TO THE LEGAL ENTITY IDENTIFIED ON THE INVOICE FOR WHICH THE SUPPLIER HAS AGREED TO PROVIDE THE SOLUTION PURSUANT TO THIS AGREEMENT. SUPPLIER AND CUSTOMER ARE SOMETIMES REFERRED TO COLLECTIVELY AS THE "PARTIES" AND INDIVIDUALLY AS A "PARTY." IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER MAY NOT USE THE SOLUTION.

### 1. Intellectual Property

1.1. Grant of Subscription Rights. Supplier owns and retains all rights, title, and interest, including all intellectual property rights, in and to the Software, Services, Documentation, Results, and any associated technology or materials ("Supplier Property"). Subject to the terms of this Agreement, including payment of all applicable fees and compliance by Customer and its Authorized Users, Supplier grants to Customer a limited, personal, non-exclusive, non-transferable (except in connection with a permitted assignment), non-sublicensable, revocable right, during the Term, to access and use the Supplier Solution solely for Customer's internal business purposes. This includes:

- a. accessing and using the Supplier Solution in accordance with the Documentation;
- b. reproducing a reasonable number of copies of the Documentation solely to support such use; and
- c. using the Results solely for Customer's internal business purposes.

Customer may permit Authorized Users to access and use the Supplier Solution as contemplated by this Agreement, subject to any limitations specified in the applicable Order

Form, Invoice, or otherwise communicated by Supplier.

1.2. Open Source Components. Any third-party “open source” or “free software” components incorporated in the Supplier Solution are licensed under the terms of the applicable open source license(s) accompanying such components.

1.3. Restrictions. Customer shall not, and shall not permit any Authorized User or third party to:

- a. access or use the Supplier Property except as expressly permitted under this Agreement or in violation of applicable law or the Documentation;
- b. modify, translate, display, transmit, distribute, or publish any portion of the Supplier Property, including any data generated by the Services, without prior written approval from Supplier;
- c. create derivative works of, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or underlying structure of the Supplier Property, except as expressly permitted by applicable law;
- d. circumvent or interfere with any security features or access controls embedded in the Supplier Solution;
- e. sell, rent, lease, license, sublicense, assign, distribute, timeshare, or otherwise transfer any rights to the Supplier Property;
- f. export or re-export any part of the Supplier Property in violation of applicable export control laws;
- g. remove, alter, or obscure any proprietary notices or labels on the Supplier Property;
- h. use the Supplier Property to provide services to third parties or for the benefit of third parties, including Governmental Authorities, except as expressly authorized by Supplier or permitted by law;
- i. use the Supplier Solution to attempt to access or identify any specific individuals or for law enforcement or surveillance purposes, unless expressly permitted by applicable law; and
- j. use the Supplier Property in connection with any time-critical or mission-critical systems where the failure of the Supplier Property could lead to death, injury, or significant property damage.

1.4. Monitoring for Compliance. Customer:

- a. acknowledges and irrevocably consents to Supplier’s right to monitor (including through automated or technical means) the Customer’s and its Authorized Users’ access to and use of the Supplier Property to verify compliance with this Agreement; and
- b. undertakes to ensure that each Authorized User is made aware of and, where required by applicable law, consents to such monitoring.

Supplier shall perform all monitoring in accordance with applicable data protection and privacy laws.

## **2. Provision of Services**

2.1. Terms of Use. Customer shall ensure that all Authorized Users comply with Supplier’s applicable Terms of Use, as made available by Supplier from time to time. Any breach of the

Terms of Use by an Authorized User shall be deemed a breach of the Agreement by Customer.

2.2. Restrictions on Certain Users. Customer shall not permit any agents, contractors, or consultants to access or use the Supplier Property if such individuals:

- a. are employed by or acting on behalf of a Supplier Competitor, as reasonably determined by Supplier; or
- b. are employed by or acting on behalf of a Governmental Authority in a capacity that creates a material conflict of interest or jeopardizes the confidentiality, security, or integrity of the Supplier Solution.

If Supplier reasonably determines that such a conflict or jeopardy exists, it may, without prejudice to any other rights:

- a. deactivate the relevant user account(s) and disable associated access;
- b. delete the affected user account(s) and related Customer Data only as necessary to prevent further unauthorized access or use; and/or
- c. terminate this Agreement upon written notice, if the conflict or jeopardy cannot be reasonably resolved.

2.3. Support Services. Subject to the terms of this Agreement and any applicable support documentation or policies, Supplier will use commercially reasonable efforts to:

- a. provide technical support to assist Customer with the use of the Supplier Solution;
- b. maintain the Supplier Solution in an operational and accessible state; provided, however, that Supplier does not guarantee uninterrupted availability and any downtime shall not constitute a breach of this Agreement; and
- c. address reproducible errors or defects that cause the Supplier Solution to fail to conform substantially with the Documentation, by providing bug fixes, patches, or workarounds.

2.4 Customer Requirements. The Customer agrees to promptly provide Supplier with the following (as may be reasonably requested by Supplier) to enable Supplier to perform the Services:

- a. access to and authorisation to use and backup all and any data, information, material and content as reasonably required by Supplier;
- b. authority to communicate with the Customer's third-party suppliers (if required); and
- c. such other information, authorisation and items as may be requested by Supplier.
- d. Where the Customer provides Supplier with information, the Customer agrees and warrants that any and all information supplied by the Customer is true, accurate, current and complete and the Customer either owns or has right to supply the information supplied.
- e. The Customer acknowledges that failure to promptly provide the above may restrict Supplier's ability to provide the Services in accordance with these Terms. Supplier will not be liable in any respect where any failure to provide the Services is due to a delay of the Customer (or a third party) to provide the required information or the Customer (or a third party) providing incorrect or inaccurate information; and
- f. the Customer further agrees to cooperate with, act reasonably and follow the reasonable directions of Supplier in connection with this Agreement.

2.5 Customer Issues impacting Service. Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from:

- a. the acts or omissions of third-party providers engaged by the Customer or otherwise; or
- b. the failure of a customer's system not in control of Supplier; and
- c. the transfer of data over communications networks and facilities, including the internet.

2.6 Suspension of Services for Non-Payment. The Supplier may suspend the provision of Support Services if any amount due from the Customer under this Agreement remains unpaid, provided that:

- a. the Supplier has given the Customer written notice after the due date specifying the overdue amount and allowing up to 10 business days to remedy the non-payment;
- b. suspension shall apply only to Support Services and shall not affect the Customer's obligations under this Agreement or the Supplier's ability to claim interest, late fees, or other remedies as permitted by applicable law; and
- c. the Supplier shall reinstate the Support Services within a reasonable timeframe upon full payment of the overdue amount.
- d. The Supplier will not be liable to the Customer for any Liability or Claim arising as a result of any suspension.

2.7 Permitted Third-Party Access. Customer may allow limited access to the Supplier Solution and Services by the following third parties solely in connection with their oversight roles:

- a. The Customer's conservator (if applicable);
- b. the Customer's auditors, and
- c. regulatory or governmental agencies with appropriate authority over the Customer.

2.8 Improper Use of the Portal. The Customer agrees that it will not:

- a. use automated scripts to collect information from or otherwise interact with the Portal;
- b. take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Portal, the Platform, or the infrastructure of Supplier; or
- c. impersonate any person or entity, or falsely state or otherwise misrepresent its identity, age, or affiliation with any person or entity.

### **3. Special Provision for Use of Assetnote Continuous Security Platform on Third Party Assets**

3.1 Use of Services on Third Party Assets. If specified in the Agreement and with the consent of Supplier, the Services may be used in respect of assets owned by third parties of the Customer (Third Party Assets).

3.2 Requirements for Use on Third Party Assets. The Customer may only use the Services on Third Party Assets in the following circumstances:

- a. The Customer's Subscription Level permits use of the Services on Third Party Assets;
- b. the Customer obtains the prior written consent and authorisation of the owners of the Third-Party Assets to use the Services on the Third-Party Assets;
- c. the Customer provides to Supplier a list of the Third-Party Assets to which the Services

will be applied;

- d. the Customer provides Supplier with a copy of its insurance against all reasonable risks in connection with the use of the Services on Third Party Assets; and
- e. the Customer indemnifies and holds harmless Supplier from and against any Claim or Liability that may be made against Supplier in respect of the use of the Services on Third Party Assets by the Customer.

3.3 Increase in Discovered Assets. Where the number of Assets (being assets discovered by the Platform) increases, Supplier will:

- a. notify the Customer of the increase in discovered Assets;
- b. request that the Customer, within a specified time period, confirm whether the newly discovered Assets are to be included in the Services. If the Customer does not respond within that period, the newly discovered Assets will be excluded from the Services; and
- c. inform the Customer of any change to the Fees if the newly discovered Assets are included in the Services

#### **4. Ownership**

4.1. Feedback License. Customer grants Supplier a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate any suggestions, enhancement requests, or other feedback provided by Customer (including by Authorized Users) into the Services (the "Feedback"). Supplier will not identify Customer as the source of any such Feedback without Customer's prior written consent.

4.2. Supplier Ownership. As between the Parties, Supplier retains sole ownership of all right, title, and interest in and to:

- a. the Supplier Solution;
- b. the Supplier Data;
- c. any Results; and
- d. the Feedback, together with any and all associated technology and software owned or used by Supplier, any associated processes, materials, tools, and business methods relating thereto, including, in each case, any and all:
- e. updates, improvements, or modifications thereto;
- f. documentation relating thereto (including the Documentation);
- g. Intellectual Property Rights therein or thereto; and
- h. any benchmarking, analytics, or technical data relating to the performance or operation thereof (collectively, the "Supplier Property").
- i. Supplier reserves all rights in and to the Supplier Property not expressly granted in this Agreement. Customer hereby assigns with full title guarantee all rights, title, and interest, including Intellectual Property Rights, in and to the Feedback.

4.3. Customer Data. Customer retains exclusive ownership of all Customer Data.

#### **5. Confidentiality and Data**

5.1. Confidential Information. Each Party undertakes that it shall not at any time use or disclose to any person any Confidential Information of the other Party, subject to the remainder of this

Clause 5.1. Each Party may disclose the other Party's Confidential Information:

- a. to its employees, officers, representatives, advisers and (with respect to Supplier only) any other Supplier Personnel who need to know such information for the purposes of carrying out the Party's obligations under this Agreement (provided that each Party shall ensure that such individuals comply with this Clause 5.1); and
- b. as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

5.2 Protection of Confidential Information. Each Party will protect the other Party's Confidential Information from unauthorized use, access, or disclosure with at least the same degree of care that it uses to protect its own proprietary information of a similar nature, but in no event with less than commercially reasonable care (including encryption, secure access controls, and other industry-standard measures). The obligations in this Clause 5.1 shall survive termination of this Agreement for a period of five (5) years, except for trade secrets, which shall remain confidential indefinitely.

5.3. Customer Data License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer hereby grants to Supplier a non-exclusive, worldwide, royalty-free license to use the Customer Data for the purposes described in and anticipated by this Agreement and for Supplier to provide the Services described in this Agreement. Supplier shall have the right to run any Customer Use Data through Supplier's machine learning and artificial intelligence tools, provided that such data is first anonymized, in order to train and improve Supplier's models and algorithms ("Models"), which Models may be used with other clients and generally to provide Supplier's products and services. The Customer Data, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Data not expressly granted to Supplier in this Agreement are reserved by Customer.

5.4. Customer Warranties. Customer represents and warrants on an ongoing basis that throughout the Term it shall have the necessary rights, power, consents, and authority to transmit Customer Data to Supplier under, and in the manner described in, this Agreement and to grant Supplier such license to use Customer Data.

Customer also represents and warrants that any Customer Data will not:

- a. infringe any copyright, trademark, or patent;
- b. misappropriate any trade secret;
- c. be deceptive, defamatory, obscene, pornographic or unlawful, except where such data is lawfully collected, processed, or stored as part of a lawful investigation or other authorized legal activity;
- d. contain any viruses, worms, or other malicious code intended to damage Supplier's system or data; and
- e. violate the rights of any third party or applicable data protection and privacy laws in any jurisdiction where the Customer Data is collected, processed, or stored.

Customer further warrants that it has obtained any necessary third-party consents required for the lawful transmission and use of Customer Data by Supplier as contemplated under this

Agreement.

5.5 Non-Solicitation. During the Term, and for a period of twelve (12) months following the expiry or termination of this Agreement, Customer agrees that it shall not directly or indirectly solicit or hire (without Supplier's prior written consent) any Supplier Personnel who were materially involved in the performance of the services under this Agreement, provided that this restriction shall not apply to general solicitations not specifically targeted at such personnel or where the individual applies independently without direct solicitation by Customer.

## **6. Warranties and Disclaimers**

6.1. Limited Warranty. Supplier warrants that it will perform the Services in a professional and workmanlike manner consistent with industry standards. Except for the foregoing limited warranty, all Supplier Property and services are provided 'as is' and without other warranties and Supplier expressly disclaims any and all terms, conditions, representations or warranties of any kind, whether express or implied, made with respect to the Supplier Property and the services provided under this Agreement, including any implied conditions, representations or warranties of fitness for a particular purpose, completeness, truthfulness, accuracy, reliability, performance, or any other qualities or attributes. For the avoidance of doubt, nothing in this clause 6.1 limits or affects Supplier's obligations under clause 7.1 (Indemnification for Infringement Claims).

6.2. No Responsibility for Results. Supplier shall not be responsible for reviewing or attempting to verify the accuracy or currency of any Results.

6.3. Darknet Materials. Relating to Darknet information, Customer acknowledges, and shall ensure that each Authorized User acknowledges, that:

- a. the Darknet may contain certain Illicit Materials; and
- b. Supplier does not control or endorse, and shall have no liability whatsoever for, any such Illicit Materials accessed by Customer or its Authorized Users through the Supplier Solution or the Darknet.

## **7. Indemnification; Limitation of Liability**

7.1. Indemnification By Supplier. Supplier shall defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Supplier Solution infringes any copyright or misappropriates any trade secret, and Supplier will pay those costs and damages finally awarded against Customer in a final, non-appealable judgment or those costs and damages agreed to in a Supplier-approved monetary settlement of such action.

Customer agrees to give Supplier:

- a. prompt written notice of such claim (except that delayed notification will not negate Supplier's obligations if such delay did not materially prejudice Supplier's ability to defend the claim);
- b. authority to control and direct the defense and/or settlement of such claim; and
- c. such information and assistance as Supplier may reasonably request, at Supplier's

expense, in connection with such defense and/or settlement.

Notwithstanding the foregoing, Supplier shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from:

- a. Customer's misuse of the services;
- b. Customer Data or the combination, operation, or use of the Services with products, services, deliverables, materials, technologies, business methods, or processes not furnished by Supplier;
- c. modifications which were not made by Supplier; or
- d. Customer's breach of this Agreement or use of the Services other than in accordance with this Agreement (collectively, "Liability Exclusions").

Upon the occurrence of any claim for which indemnification is or may be due under this Clause, or in the event that Supplier believes that such a claim is likely, Supplier may, at its option and at its sole expense:

- a. modify or replace the Services so that they become non-infringing;
- b. obtain a license to the applicable third-party intellectual property; or
- c. terminate this Agreement on written notice to Customer and refund to Customer any pre-paid fees for Services not provided based on the remainder of the then-current Term.

The obligations set forth in this Clause shall constitute Supplier's entire liability and Customer's sole remedy for any infringement or misappropriation of intellectual property rights.

7.2. Indemnification By Customer. Customer shall indemnify, hold harmless, and, at Supplier's option, defend Supplier from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, losses, and liabilities for any actions arising out of any:

- a. Liability Exclusions (meaning any intellectual property claims excluded under Section 7.1); or
- b. Customer Data (including without limitation any third-party claim that any Customer Data is false, misleading, disparaging, infringing, or a misappropriation of any intellectual property rights of a third party).

Supplier agrees to give Customer:

- a. prompt written notice of such claim (except that delayed notification will not negate Customer's obligations if such delay did not materially prejudice Customer's ability to defend the claim);
- b. (authority to control and direct the defense and/or settlement of such claim; and
- c. such information and assistance as Customer may reasonably request, at Customer's expense, in connection with such defense and/or settlement.

If Customer fails to assume control of the defense within 30 days of receiving notice, Supplier may assume the defense at Customer's cost and expense.

Customer shall not settle any third-party claim unless such settlement completely and forever releases Supplier with respect thereto or unless Supplier provides its prior written consent to



such settlement. Supplier's consent shall not be unreasonably withheld, conditioned, or delayed; however, Supplier may withhold consent if the settlement imposes any ongoing obligations, restrictions, or admissions of liability on Supplier.

7.3. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOST REVENUE, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING ALL INVOICES, OR THE USE OF THE PROPRIETARY ITEMS BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING ALL INVOICES, SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Nothing in this Agreement limits or excludes the liability of either Party for:

- a. death or personal injury caused by its negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other act, omission, or liability which may not be limited or excluded by applicable law.

Subject to the foregoing, Supplier shall not in any circumstances be liable to Customer whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any claims, damages, losses, liabilities or for any other reason or cause whatsoever.

## **8. General**

8.1. Compliance with Laws. Customer shall at its own expense comply with all applicable laws and regulations relating to its activities under this Agreement, as they may change from time to time, including with any conditions binding on it in any applicable licenses, registrations, permits or approvals.

8.2. Entire Agreement and Precedence. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, representations, or understandings, whether oral or written. The Parties acknowledge that they are not relying on any representation or warranty not set out in this Agreement, except in the case of fraud or fraudulent misrepresentation. In the event of any inconsistency between this Agreement and any Terms of Service or other ancillary terms, this Agreement shall prevail. However, if the Parties have entered into and signed a Quote and associated license agreement, such signed documents shall prevail over this Agreement to the extent of any inconsistency.

8.3. No Partnership or Joint Venture. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.

8.4. Assignment. Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Party, provided that Supplier may assign this Agreement to any Affiliate of Supplier or to any successor in interest by way of merger, acquisition, or sale of all or substantially all of its assets without the consent of Customer.

8.5. No Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

8.6. Jurisdiction. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including, without limitation, any dispute relating to the existence, validity, or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Clause 8.7, "Proceedings"), each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of the country where the Supplier company providing the Services is located, as follows:

- a. Searchlight Cyber Limited, incorporated in the United Kingdom, and the Parties agree to the exclusive jurisdiction of the courts of England and Wales;
- b. Searchlight Cyber LLC, incorporated in the United States, and the Parties agree to the exclusive jurisdiction of the state or federal courts located in the Delaware, United States;
- c. Assetnote Pty Ltd, incorporated in Australia, and the Parties agree to the exclusive jurisdiction of the state or federal courts of Queensland, Australia.

The Parties waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum, provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

## 9. Term and Termination

9.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect for the duration of the applicable subscription period, unless terminated earlier in accordance with this Section 9.

9.2 Renewal. Unless otherwise specified in a separate agreement or order form, the subscription term will not automatically renew. Renewal terms and any applicable fees shall be subject to mutual agreement in a separate written agreement or continued subscription purchase.

9.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach.

9.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the license granted herein shall terminate and Licensee shall cease all use of the Software and destroy all copies, in whole or in part, and certify such destruction upon request.

9.5 Survival. The following provisions shall survive the termination or expiration of this Agreement for any reason: any accrued rights to payment, Sections relating to intellectual property, confidentiality, limitations of liability, disclaimers, indemnification, governing law, and

any other provisions which by their nature are intended to survive. For the avoidance of doubt, the non-solicitation obligations set out in Clause 5.5 shall survive for a period of twelve (12) months following the expiry or termination of this Agreement, in accordance with its terms.

## **9. Definitions**

The following words shall have the following meanings in this Agreement:

“Access Protocols” means the user log-in credentials, together with the network link required to enable Authorized Users to set their password, necessary to access Supplier Solution.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity. In this context, “Control” (and its inflections) means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company.

“Assets” means any cloud-based resources, including but not limited to virtual machines, containers, storage buckets, databases, services, applications, and associated configurations or metadata, that are identified or discovered by the Platform within the Customer’s cloud environments.

“Authorized Users” means each of the Customer’s employees who (from time to time) have been granted active Access Protocols to the Supplier Solution by Supplier pursuant to Customer’s rights under this Agreement.

“Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential, including the Supplier Property (or any representation, manifestation or part thereof).

“Customer Data” means any data, media, information or other content that is (i) provided by Customer to Supplier under or in connection with this Agreement; or (ii) inputted by Customer or Authorized Users into the Supplier Solution.

“Darknet” the ‘Tor network’, and the hidden services on or accessible via that network.

“Documentation” means the manuals, product literature, and instructions prepared or published by or on behalf of Supplier and provided with the Supplier Solution that describe or relate to the Supplier Solution and its use, operation, features, functionality, capabilities and maintenance.

“Governmental Authority” means any governmental, administrative, regulatory, law-enforcement, judicial or other body, authority or agency in any jurisdiction – including any employees, agents, contractors, consultants or similar acting for or on behalf of any of the foregoing (whether formally or informally).

“Illicit Materials” means any data, information, content or other materials, which:

- a. are or may be considered to be abusive, distressing, graphic, sexually-explicit or offensive;
- b. are illegal or infringing of third party rights, are the product of an illegal action or infringement of third party rights, or relate to, represent or depict illegal or infringing acts;

or

- c. relate to, constitute or depict to fraudulent activities, falsified official documents or currency, stolen property, weapons, firearms, ammunition or explosives, drugs, contraband or any other illegal or controlled substances, or acts of terrorism, terrorist organizations or operations (including the financing of acts of terrorism or organizations).

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Invoice” means Supplier’s standard invoice executed by both Parties that references this Agreement.

“Platform” means the underlying cloud-based infrastructure and technology components supporting the Supplier Solution, including any associated systems used to deliver the Services.

“Portal” means the secure, web-based interface or dashboard made available by Supplier through which Customer and Authorized Users may access and manage the Supplier Solution, view Results, configure settings, and otherwise interact with the Services in accordance with this Agreement and the Documentation.

“Products” means Supplier’s proprietary cloud-based software-as-a-service Darknet intelligence platforms, known as Cerberus, DarkIQ, Assetnote Continuous Security Platform, Riskapi and any other Supplier’s product.

“Quote” means the written quotation, license agreement, master services agreement or other document setting out the commercial terms on which the End User is entitled to use the Supplier Solution whether issued by Supplier or a third party reseller of the Supplier Solution.

“Results” means results, information or findings derived from the Customer’s use of the Supplier Solution.

“Supplier Data” means any data, media, information or other content that is accessible via Supplier Solution or that is inputted by, on or behalf of, Supplier (excluding any Customer Data).

“Supplier Personnel” means any of Supplier’s employees, agents, contractors or consultants together with, as the context permits and requires, employees, agents, contractors or consultants of its Affiliates and/or Subcontractors.

“Supplier Solution” means one or more of the web-based applications hosted on the Supplier Website, as set forth on the applicable Quote.

“Supplier Website” means the web interface of Cerberus and/or DarkIQ and/or Assetnote

Continuous Security Platform and/or RiskAPli, and any other platform, service, or interface made available by Supplier to Customer under this Agreement, including any successor, supplemental, or replacement platform introduced by Supplier from time to time.

“Services” means any services provided by Supplier to Customer under this Agreement, including, but not limited to, provision of the Supplier Solution.

“Subcontractor” means any third party that may perform any element of the services described in this Agreement for or on behalf of Supplier.

“Subscription Level” means the category of Services selected by the Customer as set out in this Agreement.

“Terms of Use” means any terms of use, acceptable use policy or similar relating to the use of the Supplier Website or any other Supplier Property, including this End User License Agreement that may be presented to or provided to Authorized Users upon accessing the Supplier Solution.