

**DIGITAL SHADOWS END USER LICENSE AGREEMENT (“EULA”)
(LAST UPDATED 01 JULY 2021)**

PLEASE READ THIS AGREEMENT CAREFULLY. This is a contract between you (“User”) and Digital Shadows, which applies to your use of Digital Shadows’ services (including SearchLight, Shadowsearch, Request for Information, Social Monitoring or Takedown services), APIs, and documentation (individually and collectively the “Service”). You and Digital Shadows may each be referred to as a “Party” and together as the “Parties”. If you use any part of the Digital Shadows Service, you hereby agree to the terms of this EULA. If you do not agree to the terms of this EULA, do not proceed further nor use any of the Service. Digital Shadows reserves the right to change the terms of this EULA at any time upon thirty (30) days written notice through the website. If you object to such modifications and such modifications disadvantage you, you should cease using the Service. If you continue to use the Service at the end of such thirty (30) day period, you agree that you shall be deemed to have accepted such modified terms.

1. ACCESS TO THE SERVICE

Subject to the terms and conditions of this EULA and any agreement you or your company may have entered with Digital Shadows (together, the “Agreement”), Digital Shadows hereby grants to the User a non-exclusive, non-transferable license, during the term of the Agreement and subject to the terms of the Agreement, to use and access the Service, solely in accordance with the published documentation for the Service, for your or your company’s own internal-use purposes. Any references to your company shall be to the entity who has an Agreement with Digital Shadows. You agree that you shall not: (a) permit any third party to access and/or use the Service; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or any services connected to the Service; (d) reverse-engineer the Service (except to the extent that such restriction on reverse engineering is prohibited by law and then you shall provide Digital Shadows with prompt written notice prior to any such action), or access the Service to build a competitive product or service; or (e) introduce any third party or unapproved software or automated agents or scripts to the Service, beyond the scope of the license grant so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service. Service accounts and passwords may not be used by more than one individual user and you agree that you shall not assist with or permit this. Digital Shadows reserves the right to suspend or terminate any use and access to the Service that Digital Shadows reasonably determines has been used by an unauthorized third party.

2. OWNERSHIP

You agree that all rights in the Service, APIs, documentation, software, hardware, algorithms, DS Discovered Data (as defined below), methodologies, and other technology used by Digital Shadows to provide the Service, and all intellectual property and proprietary rights in all of the foregoing, is the exclusive property of Digital Shadows and its suppliers. You hereby assign to Digital Shadows any suggestions, ideas, feedback enhancement requests, recommendations or other information provided by you related to the Service. All rights not expressly granted to you are reserved to Digital Shadows.

3. DS DISCOVERED DATA

“DS Discovered Data” means (a) all information that is generated, collected, developed, produced, or created through the search functions of the Service, including such information generated by previous searches that is stored in the Digital Shadows threat information database; and (b) any analytical product that is produced by Digital Shadows based on the information described in subsection (a). Subject to the terms and conditions of this EULA, Digital Shadows hereby grants to the User a non-exclusive, non-transferable license to (a) access and download the DS Discovered Data using the

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Service, during the term of this EULA solely for your company’s internal business purpose; (b) reproduce and create excerpts of such DS Discovered Data for use in your company’s own, internally circulated, security advisory publications; (c) distribute such DS Discovered Data (as excerpted in your company’s own security advisory publications) throughout your company’s internal organization, for your company’s own internal use purposes; and (d) distribute limited excerpts of such DS Discovered Data (as excerpted in your company’s own security advisory publications) solely to its third-party contractors, solely for the purpose of preventing, assessing, or remediating any issues identified by the Service. You shall credit Digital Shadows as the source of all DS Discovered Data in all formal publications in which DS Discovered Data is included or excerpted and shall reproduce all applicable copyright and other proprietary notices in all copies of the DS Discovered Data that User creates. For clarification, informal communications including internal briefings, emails, text messages or related communications do not require such attribution. Under no circumstances may you distribute any DS Discovered Data to third parties on a standalone basis.

4. CONFIDENTIAL INFORMATION

“Confidential Information” means the DS Discovered Data and any non-public information regarding the Service. You shall not use any Confidential Information for any purpose not expressly permitted by this EULA, and shall disclose the Confidential Information only to the employees, consultants (to the extent acting your company’s behalf and for its benefit), and agents of your company who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than your duty hereunder. You shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as you protect your and your company’s own confidential or proprietary information of a similar nature and with no less than reasonable care. You shall be allowed to disclose the Confidential Information to the extent that such disclosure is (i) specifically approved in writing by Digital Shadows, (ii) necessary in the course of legal proceedings for you to defend yourself or to enforce its rights under this EULA; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that you notify Digital Shadows of such required disclosure promptly and in writing and cooperates with Digital Shadows, at Digital Shadows’ reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. You shall return to Digital Shadows or destroy all tangible copies of Confidential Information in your possession or control and permanently erase all electronic copies of Confidential Information promptly upon the expiration or termination of this EULA, whichever occurs first, except to the extent necessary to permit you to exercise any license right to the DS Discovered Data expressly surviving the Agreement.

5. SOCIAL MONITORING SERVICE.

If you or your company uses the part of the Service which monitors for fraudulent social media accounts (the “Social Monitoring Service”), you acknowledge the Social Monitoring Service is limited to searching for fraudulent social media accounts relating to your employees, officers, directors or advisers (together, “Representatives”) and any results shall be used for your internal business use purposes only. Where you provide the personal data of Representatives to Digital Shadows for the purpose of providing the Social Monitoring Service, you confirm that you have complied with applicable data protection law in collecting their personal data and providing it to Digital Shadows. You shall also ensure you have collected all necessary consents for such Social Monitoring Service. You must notify Digital Shadows immediately if an individual raises any concerns with you in connection with the Social Monitoring Service and the provision of personal data.

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6. WARRANTY DISCLAIMER.

THE SERVICE AND THE DS DISCOVERED DATA ARE PROVIDED “AS IS,” AND DIGITAL SHADOWS MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART), THE DS DISCOVERED DATA, OR ANY OTHER PRODUCTS OR SERVICE PROVIDED TO USER OR YOUR COMPANY BY DIGITAL SHADOWS. DIGITAL SHADOWS DOES NOT WARRANT THAT SEARCHES PERFORMED BY THE SERVICE WILL REVEAL ANY OR ALL SECURITY THREATS, BRAND ABUSE, IMPERSONATIONS OR PREDICT ANY OR ALL ATTACKS, THAT THE DS DISCOVERED DATA WILL BE ACCURATE OR COMPLETE, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DIGITAL SHADOWS DISCLAIMS ANY LIABILITY FOR, AND SHALL NOT BE RESPONSIBLE IN ANY WAY REGARDING, ANY THIRD-PARTY CONTENT, INFORMATION, MATERIALS, LINKS, FILES, OR SEARCH RESULTS THAT MAY BE ACCESSIBLE THROUGH THE SERVICE OR THE DS DISCOVERED DATA.

6. TERMINATION.

Your access to the Service shall automatically terminate if the Agreement terminates, if you leave the employ of your company or at any time as determined by Digital Shadows in its sole discretion. Upon expiration or termination of this Agreement, your access to the Service and license to the DS Discovered Data shall be terminated. Notwithstanding the foregoing, any term or condition of the Agreement which by its sense or nature should be deemed to survive such termination shall so survive.

7. PERSONAL DATA.

In respect of any personal data held or otherwise processed by Digital Shadows during the course of its dealings with User relative to the Service, Digital Shadows’ Data Processing Terms (<https://www.digitalsadows.com/r/DPA.pdf>) shall apply.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL DIGITAL SHADOWS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES OR COSTS DUE TO ANY DIRECT OR INDIRECT LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THIS EULA, THE SERVICE, OR THE USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, EVEN IF DIGITAL SHADOWS HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF DIGITAL SHADOWS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS EULA WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE BUT EXCLUDING WILLFUL MISCONDUCT) OR OTHERWISE, SHALL NOT EXCEED FIVE HUNDRED UNITED STATES DOLLARS (US\$500) OR THE AMOUNT STATED IN A SEPARATE AGREEMENT SIGNED BETWEEN THE PARTIES. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS EULA WILL NOT INCREASE DIGITAL SHADOWS’ LIABILITY.

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9. MISCELLANEOUS

9.1 If you are located in the Americas: This EULA and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of California, without giving effect to any conflicts of laws principles that would require the application of the law of a different state. Each Party irrevocably agrees that the state and federal courts located in San Francisco, California, have exclusive jurisdiction to any dispute or claim arising out of or in connection with this EULA or its subject matter or formation (including non-contractual disputes or claims), and each Party expressly consents to the jurisdiction of such courts.

If you are located outside the Americas: This EULA and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England have exclusive jurisdiction to any dispute or claim arising out of or in connection with this EULA or its subject matter or formation (including noncontractual disputes or claims).

9.2 Neither Party is an agent or partner of the other.

9.3 You shall always comply with all international and domestic laws, ordinances, regulations, and statutes applicable to the purchase and use of the Service and DS Discovered Data hereunder.

9.4 You agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Digital Shadows or any products utilizing such data, in violation of the United States export laws or regulations.

9.5 If any provision of this EULA is, for any reason, held to be invalid or unenforceable, the other provisions of this EULA shall remain enforceable and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this EULA on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

9.6 Neither Party shall assign, subcontract, delegate, or otherwise transfer this EULA, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void; provided, however, Digital Shadows may assign this EULA in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without your consent. This EULA shall be binding upon the Parties and their respective successors and permitted assigns.

9.7 Any delay in the performance of any duties or obligations of either Party shall not be considered a breach of this EULA if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

9.8 No modification of or amendment to this EULA, or any waiver of any rights under this EULA, shall be effective unless in writing and signed by an officer of Digital Shadows.