

**DIGITAL SHADOWS END USER LICENSE AGREEMENT (“EULA”)**  
**(LAST UPDATED 23 February 2023)**

PLEASE READ THE TERMS OF SERVICE AGREEMENT CAREFULLY. This is a contract between you (“**Customer**”) and Digital Shadows (defined below) and applies to the use of Digital Shadows’ Service and DS Discovered Data (as defined below). As used in this EULA, the terms: “you”, “your” and their variants mean the company, entity or person who has the right to access and use the Service and DS Discovered Data. Digital Shadows and Customer may each be referred to as a “**Party**” and together as the “**Parties**”. If you use any part of the Service or DS Discovered Data, 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 or the DS Discovered Data. 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 or the DS Discovered Data. If you continue to use the Service or DS Discovered Data at the end of such thirty (30) day period, you agree that you shall be deemed to have accepted such modified terms.

**DEFINITIONS**

“**Affiliate**” means a parent, subsidiary or other entity which controls the Party or which the Party controls or which is under common control with the Party. For purposes hereof, control means direct or indirect ownership of more than fifty percent (50%) of the voting interest.

“**API**” means the application programming interface made available by Digital Shadows to enable data exchange between the Service and the Customer or approved third party’s systems.

“**Authorized Partner**” means a Reseller or Managed Service Security Provider authorized by Digital Shadows to either resell licenses to the Service or provide management of the Service for the Customer.

“**Digital Shadows**” or “**DS**” means (a) if Customer is located in the Americas, then Digital Shadows US, Inc., 201 Mission Street, Suite 1200, San Francisco, CA 94105; or (b) if Customer is located in Germany or Austria, then Digital Shadows GmbH, Lutherstraße 68, 63225 Langen, Germany; or (c) if Customer is located in the United Kingdom or any other location than identified above, then Digital Shadows Limited, 7 Westferry Circus, Columbus Building, Level 6 London E14 4HD, UK.

“**Documentation**” means then-current online user guides, documentation, and help and training materials, together with any other specifications and/or requirements referred to in an Order Form or provided in writing by an authorized representative of Digital Shadows.

“**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 stored in the Digital Shadows indexed database; and (b) any analytical product produced by Digital Shadows based on the information described in subsection (a).

“**Digital Shadows Data Processing Terms**” means the terms that govern the processing of Personal Data: <https://www.digitalshadows.com/r/DPA.pdf>

“**Effective Date**” means the acceptance date this Agreement.

“**Managed Takedown Service**” means the service provided to subscribers to SearchLight, the end-to-end management of submitting, chasing the removal or blocking action, and confirmation of takedown requests results across all available SearchLight risk categories.

“**Order Form**” means a fully executed or accepted order, order form, statement of work, quote order form, or other comparable written ordering document for the Services. For the avoidance of doubt, acceptance can either be accomplished through signing an applicable Order Form or issuing a purchase order (or other comparable purchasing document) (a “PO”) that references such Order Form, provided that any conflicting terms on such PO (either with this EULA or an Order Form) shall be null and void and have no further effect.

“**Service**” means the SearchLight™ monitoring platform, Shadow Search™, the APIs, the Social Monitoring Service, the Managed Takedown Service, or other ancillary services to be provided by Digital Shadows to Customer as specified in an addendum or an Order Form.

“**Social Monitoring Service**” means the service which monitors for fraudulent social media accounts.

## 1. ACCESS TO AND PROVISION OF THE SERVICE

- 1.1 **Service Access.** 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 Customer, during the Term (as defined below), a non-exclusive, non-transferable license to use and access the Service, solely in accordance with the Documentation, for Customer and its Affiliates own internal business-use purposes. Customer agrees that it shall not: (a) permit any third party (other than third-party consultants or contractors acting solely on Customer's behalf and for its benefit) 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 of 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 Customer 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 to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service. Customer shall limit access to the Service to its own authorized employees and those employed or engaged as third-party consultants or contractors who are acting on Customer's behalf and for its benefit. Customer shall administer account information and passwords accordingly, and shall require all such employees, consultants and contractors to comply with the terms of this Agreement. Accounts and passwords may not be used by more than one individual user. Digital Shadows reserves the right to temporarily suspend any individual user account that Digital Shadows reasonably determines has been used by an unauthorized third party and after consultation with Customer, terminate such account if appropriate.
- 1.2 **Service Provision.** Digital Shadows will be responsible, during the Term, for hosting, maintaining, and operating the Service (including the web portal through which Customer may access the Service); and the Customer will be responsible for providing its own web browser software, computers and other client browsing devices, and Internet access.

## 2. OWNERSHIP

- 2.1 **Ownership.** All rights in the Service, the Documentation and the APIs, all software, source code, hardware, algorithms, DS Discovered Data, 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. Notwithstanding the foregoing, all Customer trademarks, tradenames, logos and Customer provided data shall remain the intellectual property of Customer. Customer hereby grants to Digital Shadows all rights in any suggestions, ideas, enhancement requests, feedback, recommendations, and other feedback information provided by Customer related to the Service, the Documentation, or the APIs. All rights not expressly granted to Customer are reserved to Digital Shadows.

## 3. DS DISCOVERED DATA

- 3.1 **Use of DS Discovered Data.** Subject to the terms and conditions of this Agreement, Digital Shadows hereby grants to Customer, during the Term, a non-exclusive, non-transferable license to access and download the DS Discovered Data using the Service. Digital Shadows hereby grants to Customer a perpetual right to use such downloaded DS Discovered Data to: (a) reproduce and create excerpts of such DS Discovered Data for use in Customer's own internally circulated security advisory publications; (b) distribute such DS Discovered Data excerpts throughout the Customer's internal organization for the sole purposes of gathering and assessing intelligence; and (c) distribute excerpts of such DS Discovered Data to its Affiliates and third-party consultants and contractors solely for the limited purpose of preventing, assessing, or remediating any issues identified by the Service.
- 3.2 **Attribution.** Customer shall credit Digital Shadows as the source of DS Discovered Data in all formal publications, reports or presentations in which DS Discovered Data is included or excerpted and shall reproduce all applicable copyright and other proprietary notices in all such copies of the DS Discovered

Data that it makes. For clarification, informal communications including internal briefings, emails, text messages or similar communications do not require such attribution.

- 3.3 **Restrictions.** Except as authorized by this Agreement, under no circumstances may Customer distribute any DS Discovered Data to any third party except Customer may disclose DS Discovered Data if required to do so by law, regulation, or court order, provided that: (i) Customer shall use all reasonable efforts to provide Digital Shadows with at least ten days' prior written notice of such disclosure, unless such notice is prohibited by statute, rule or court order; (ii) Customer shall disclose only that portion of the DS Discovered Data that is legally required to be furnished; and (iii) Customer shall use reasonable efforts to seek confidential treatment of the disclosed DS Discovered Data.

#### 4. CONFIDENTIALITY

- 4.1 **"Confidential Information"** means the DS Discovered Data and any nonpublic information regarding the Customer or the Service, provided by Digital Shadows or Customer (each, a "Disclosing Party") to the other Party (each, a "Receiving Party"). Confidential Information does not include any information that is: (a) generally available to the public, through no fault of the Receiving Party, at the time of use or disclosure; (b) known by the Receiving Party prior to the receipt of the Confidential Information from the Disclosing Party; (c) lawfully obtained by the Receiving Party from a third party with no obligation or duty of confidentiality to the Disclosing Party; or (d) independently developed by the Receiving Party without the use of, or reference to, Confidential Information.
- 4.2 Each Party agrees not to use any Confidential Information relating to the other Party for any purpose not expressly permitted by this Agreement, and will disclose that Confidential Information relating to the other Party only to (a) its Affiliates, employees, consultants, and agents who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the duty hereunder; and (b) third parties, only in the form of limited excerpts, to the extent permitted by the license expressly set forth in clause 3.1 (Use of DS Discovered Data).
- 4.3 Each Party shall protect the Confidential Information relating to the other Party from unauthorized use, access, or disclosure in the same manner as each protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Each Party will be allowed to disclose the Confidential Information relating to the other Party (and, for the avoidance of doubt, Digital Shadows shall be allowed to disclose Customer specific alerts), to the extent that such disclosure is (i) specifically approved in writing by the other Party prior to any disclosure, (ii) necessary in the course of legal proceedings for each Party to defend itself or to enforce its rights under this Agreement; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that each Party notifies the other Party of such required disclosure promptly and in writing and cooperates with the other Party, at that other Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 4.4 Each Party shall return to the other or destroy all tangible copies of any Confidential Information relating to the other Party in their possession or control and permanently erase all electronic copies of any Confidential Information relating to the other Party promptly upon the expiration or termination of this Agreement, whichever occurs first, except to the extent necessary to permit Customer to exercise any license right to the DS Discovered Data expressly surviving under clause 3.1 (Use of DS Discovered Data) or for Confidential Information which the Party may be required to retain by applicable law, regulation, legal process or internal document retention policy as long as the Confidential Information remains subject to the confidentiality and non-use obligations set forth in this Agreement which shall not exceed a period of three (3) years after expiration or termination of this Agreement. The Parties will not be required to delete electronic file fragments or data fragments once the related active file containing Confidential Information has been deleted. The Parties will not be required to destroy or delete electronically stored information from sources that are not reasonably accessible due to undue burden or cost. Electronically stored information on back-ups made primarily for disaster recovery and maintained in the ordinary course of business are not considered reasonably accessible for purposes of this clause

- 4.5 If a separate Confidentiality or Non-Disclosure Agreement has been signed between the Parties and is current, this Agreement shall supersede the provisions of that separate Confidentiality or Non-Disclosure Agreement.

## 5. SOCIAL MEDIA MONITORING

- 5.1 If Customer uses the Social Monitoring Service, Customer acknowledges such Service is limited to searching for fraudulent social media accounts relating to Customer's employees, officers, directors or advisers (together, "Representatives") and any results are to be used for Customer or its Affiliates internal business use purpose only. Where Customer provides Representative's personal data to Digital Shadows for the purpose of provisioning such Service, Customer confirms compliance with applicable data protection law in collecting the Representative's personal data and providing it to Digital Shadows. Customer will also ensure to have collected all necessary consents for such Service. Customer must notify Digital Shadows immediately if an individual raises any concerns with Customer in connection with that Service and the provision of personal data.

## 6. TERM, FEES AND PAYMENT

- 6.1 **Term.** This Agreement enters into effect on the Effective Date and continues until all subscription periods expire. Upon expiration of a subscription, if Customer has not provided notice of termination at least thirty (30) days in advance of the subscription renewal date of its intent not to renew and continues to utilize the Service after the renewal date, the subscription will be deemed as renewed for one (1) year unless a different period is defined. All such subscription periods shall mean the ("**Term**").

Fees, pricing, taxes and payment for the Service are subject to a separate agreement solely between the Customer and the Authorized Partner.

## 7. WARRANTY DISCLAIMER

- 7.1 THE SERVICE, DOCUMENTATION, API 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, 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 SERVICES PROVIDED TO CUSTOMER BY DIGITAL SHADOWS.
- 7.2 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 SECURITY ATTACKS, THAT THE DS DISCOVERED DATA WILL BE ACCURATE, COMPLETE OR ADMISSIBLE AS EVIDENCE IN ANY LEGAL OR REGULATORY PROCEEDING, INCLUDING ANY CIVIL PROCEEDING, ARBITRATION, OR CRIMINAL OR REGULATORY INVESTIGATION OR PROSECUTION, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.
- 7.3 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.

## 8. TERMINATION

- 8.1 **Termination for Breach.** Either Party may immediately terminate this Agreement upon written notice if the other Party has materially breached any provision of this Agreement and failed to cure such breach within thirty (30) days after written notice specifying such breach from the non-breaching Party. In the case of a material breach by Digital Shadows, any pre-paid Fees will be refunded by the Authorized Partner on a pro-rata basis from the point of breach and no further Fees shall be payable.

- 8.2 **Termination by Digital Shadows.** Digital Shadows may terminate this Agreement at any time and for any reason by providing ninety (90) days written notice to Customer. In such case, any pre-paid Fees will be refunded by the Authorized Partner on a pro-rata basis from the effective date of termination and no further Fees shall be payable.
- 8.3 **Termination of Use by Customer.** Customer may discontinue its use of the Service at any time, however, any Fees paid prior to the date of termination are non-refundable and any Fees payable under the terms of an Order Form shall still be due and owed pursuant to the terms of such Order Form.
- 8.4 **Effect of Termination.** Upon expiration or termination of this Agreement, Customer's access to the Service and license to access and download the DS Discovered Data shall be terminated. In addition, clauses 2 (Ownership), 3 (DS Discovered Data), 4 (Confidentiality), 5 (Social Monitoring), 7 (Warranty Disclaimer), 8 (Termination), 9 (Personal Data), 10 (Limitation of Liability), and 11 (Miscellaneous Terms) of this Agreement shall survive any such expiration or termination. 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.
9. **PERSONAL DATA.** In respect of any personal data held or otherwise processed by Digital Shadows during the course of its dealings with Customer in connection with this Agreement, the Digital Shadows' Data Processing Terms (<https://www.digitalshadows.com/r/DPA.pdf>) shall apply.
10. **LIMITATION OF LIABILITY**
- 10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES OR COSTS DUE TO: A) ANY DIRECT OR INDIRECT LOSS OF PROFITS, DATA, USE OR GOODWILL; B) PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE; OR C) 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 NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 10.2 THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO DIGITAL SHADOWS OR ITS AUTHORIZED PARTNER DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM TO ARISE UNDER THIS AGREEMENT. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT SHALL NOT INCREASE EITHER PARTY'S LIABILITY.
- 10.3 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, OR THE MISAPPROPRIATION OF DIGITAL SHADOWS' INTELLECTUAL PROPERTY RIGHTS.
11. **MISCELLANEOUS TERMS**
- 11.1 This Agreement and any dispute or claim arising out of 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 the country and/or region specified below. Each Party irrevocably agrees that the courts located in the specified locations set out below have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that all communications and disputes will be in the English language only.

If Customer is located in the Americas: The laws of the state of California and the state and federal courts located in San Francisco, California shall apply, without giving effect to any conflicts of laws principles that would require the application of the law of a different state.

If Customer is located in Germany or Austria: The laws of Germany and the courts located in Munich, Germany shall apply.

If Customer is located in any other country or region: The laws and courts of England shall apply.

- 11.2 Customer's relationship with Digital Shadows is that of an independent contractor, and neither Party is an agent or partner of the other.
- 11.3 Each Party shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to the Customer's purchase and use of the Service and DS Discovered Data hereunder.
- 11.4 Customer agrees not to export, re-export, or transfer, directly or indirectly, any technical data acquired from Digital Shadows or any products utilizing such data, in violation of the United States or the United Kingdom export laws or regulations.
- 11.5 Subject to Customer's written approval, Digital Shadows may use Customer's name or logo on Digital Shadows' website; and, in Digital Shadows' marketing and promotional materials.
- 11.6 Any use or acceptance of any Services by Customer's employees, agents or contractors constitutes Customer's acceptance of these terms and conditions. No variation to this Agreement is effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.7 Any notice provided to either Party pursuant to this Agreement shall be sent by verified e-mail or registered mail to the address set forth in this Agreement or the relevant Order Form. Each Party may change its notice address upon written notice to the other Party.
- 11.8 If any provision of this Agreement is, for any reason, held to be illegal, invalid, or unenforceable under present or future law effective during the Term, the other provisions of this Agreement 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 Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.9 Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party. Any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party, provided that it gives the other Party written notice as soon as reasonably practicable and Digital Shadows may assign this Agreement to its Affiliates and subcontract the whole or any part of its obligations under this Agreement provided that Digital Shadows remains responsible to Customer for all of its obligations under this Agreement and any such sub-contractors are bound by obligations of confidentiality no less onerous than those set out in this Agreement.
- 11.10 This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
- 11.11 Neither Party may be held liable if the non-performance or late performance of any of their obligations (excluding the payment of money owed) is due to a Force Majeure or fortuitous event, 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. For clarification, "Force Majeure" means those uncontrollable events (such as war, labor stoppages, or extreme weather) that are beyond the control of a Party which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effects could not be avoided by appropriate measures, prevents performance of his obligation by the debtor

- 11.12 This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions between the Parties with respect to such subject matter. Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty of any person other than as expressly set out in this Agreement.
- 11.13 No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed (which may be an electronic signature) by an authorized officer of Digital Shadows.
- 11.14 In this Agreement the following rule of interpretation shall apply: (a) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular; (b) clause headings shall not affect the interpretation of this Agreement; (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (e) references to clauses are to the clauses of this Agreement; and (f) a reference to writing or written includes e-mail.