

Terms of Service

UPON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH IN THIS EXODUS END USER AGREEMENT, EXODUS INTELLIGENCE, INC. (“EXODUS”) AGREES TO PROVIDE YOU (“USER”) WITH ACCESS TO ITS VULNERABILITY INTELLIGENCE PLATFORM AND RELATED SERVICES DURING THE TRIAL PERIOD (THE “SERVICE”) IF YOU REGISTER WITH EXODUS AS PROVIDED HEREIN. “USER” MEANS YOUR EMPLOYER OR THE ENTITY YOU REPRESENT AND ITS EMPLOYEE END USERS. BY EXECUTING A WRITTEN ORDER FOR THE SERVICE, USER AGREES TO BE AND IS BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. EACH OF EXODUS AND USER IS A “PARTY” AND COLLECTIVELY ARE THE “PARTIES”. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT THAT (I) YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT; (II) YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF THE PARTY YOU REPRESENT; AND (III) YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF, AND TO BIND, YOUR EMPLOYER.

1. Definition of Certain Terms.

Confidential Information means any information of or relating to Exodus, other than Public Information, which is deemed to be confidential by Exodus, including any and all confidential or proprietary information disclosed by Exodus to User under or pursuant to this Agreement, and expressly including, but without limitation, information coming within any one or more of the following categories: (a) the Vulnerability Information (including all Content Feed, and any and all data, documents, analyses, and other information comprising the Vulnerability Information; and (b) all software, data products, services, and tools (including exploit and vulnerability software, information security research software, and firmware) and all vulnerabilities, threat research, test results, and other Vulnerability Information that is the direct product of Exodus products, services, and data (including derived data, documents, analyses, and other information).

Content Feed means all information associated with the Service that is included in Exodus’ Portal.

Exodus Website means the Exodus website at <https://vpx.exodusintel.com>.

Portal means Exodus’ secure portal that may be accessed by User via the Exodus Website by the use of User’s Portal Credentials.

Portal Credentials means the User's login credentials for access to the Portal, as provided to User by Exodus at the time User's Registration is completed or as may be updated while User's Registration remains active.

Proprietary Right means any intangible or intellectual property right owned by a Party or any affiliate of a Party, including, but without limitation, (a) any patent, invention, and/or industrial design (whether or not patentable); (b) any registered, unregistered, and/or common law trademark, service mark, domain name, logo, and trade name; (c) any copyright; (d) any registration, application, and/or renewal of any of the foregoing; (e) any trade secret, know-how, customer list, software, formula, process and technique, mask work, research and development information, investigation, drawing, specification, design, plan, improvement, proposal, technical or computer data, and/or information relating to any future product plan or strategic issue; and/or (f) any rights in or under any contract, including, but not limited to, any right in any license agreement with third-persons relating to any of the foregoing.

Public Information means (a) information that is publicly available and/or (b) information that is rightfully received from a third-person who has no duty of confidentiality with respect to such information.

Registration means the online request for the Service submitted to Exodus by User and approved by Exodus under which User agrees to subscribe for the Service.

STA Entity means a governmental authority of a Strategic Trade Authorization ("STA") Country or other legal entity formed in a STA Country or a subdivision thereof that qualifies for a license exception (or equivalent) under United States export control laws.

STA Country presently includes 2 groups consisting of 44 countries, 36 of which are NATO members and members of all 4 multilateral nonproliferation control regimes of which the United States is a member.

Subscription Term means the term of User's subscription for the Service during the Trial Period, as it may be or terminated under Section 7.

2. Subscription, Registration, and Orders for Service.

1. Subscription. The Service will be provided to User during the Subscription Period upon the terms and subject to the conditions contained in this Agreement. THE SERVICE WILL BE LICENSED TO USER AND NOT SOLD, AND USER WILL NOT ACQUIRE ANY OWNERSHIP RIGHTS OR OTHER RIGHTS IN THE SERVICE OR ANY COMPONENT THEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

2. **Registration.** User may register for the Service by submitting an online registration form through the Exodus Website. In order for Exodus to accept User's Registration, User must represent a STA Entity, have the authority to represent the User, have an official User email address, and have a PGP key.
3. **Service and Support.**
 1. **The Service.** Exodus will provide User during the Subscription Term with online access to information via the Portal, including any updates, upgrades, and enhancements thereto (the "Service"). The Service is subject to modification from time to time at Exodus' sole discretion for any purpose deemed appropriate by Exodus. Exodus will use reasonable efforts to provide User prior written notice of any such modification that will have an impact on User's use of the Service.
 2. **User Access to the Service.** The Service is designed to be available to User twenty-four (24) hours a day, seven (7) days a week, except for scheduled or emergency maintenance.
4. **Restrictions and Responsibilities.**
 1. **Certain Covenants of User.** User will not, and will not permit any third-Person to: (a) reverse engineer, decompile, disassemble, adapt, reproduce, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service or any software, documentation, or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable Law); (b) modify, translate, or create derivative works based on the Service; (c) use the Service for any purpose other than its own use for its own internal business practices; (d) use the Service other than in accordance with this Agreement and in compliance with all applicable Laws; or (e) sell, lease, license, distribute, market, or otherwise exploit the Service in any manner not expressly allowed by this Agreement.
 2. **User Agreement to Cooperate.** User will cooperate with Exodus in connection with the performance of this Agreement. User will also cooperate with Exodus in establishing, credentialling, and establishing security procedures for verifying that only designated employees of User have access to any functions of the Service.
 3. **Privacy.** Except as provided below, Exodus will not monitor, edit, or disclose any personal information about User or its subscription without its prior

consent. Exodus may disclose such information if it has a good faith belief that such action is necessary to: i) comply with legal process or other legal requirements of any governmental authority; ii) protect and defend the rights or property of Exodus; iii) enforce this Agreement; or iv) protect the interests of users of the Service other than User or any other person. Exodus may use such information for its own internal use. Exodus may also disclose such information in aggregate form collected from and relating to User and other users and for any other purposes set forth in any separate Privacy Policy located on Exodus' Portal.

4. **Security Measures.** Exodus will use commercially reasonable security measures to protect User data against unauthorized disclosure or use.
5. **User Maintenance of Security.** User will be responsible for maintaining the security of User's account, passwords (including but not limited to administrative and user passwords), and files, and for all uses of User's account with or without User's knowledge or consent.
5. **Confidentiality.** User agrees: (a) not to divulge to any third-Person any Confidential Information of Exodus except as provided herein; (b) to give access to Confidential Information of Exodus solely to those employees with a need to have access thereto for purposes of this Agreement and who are subject to confidentiality obligations at least as stringent as those in this Section 5; and (c) to take the same security precautions to protect against disclosure or unauthorized use of Confidential Information of Exodus as User takes with its own Confidential Information, but in no event will User apply less than reasonable precautions to protect Confidential Information of Exodus. Exodus agrees that the foregoing will not apply with respect to any information that User can document is or becomes Public Information. Nothing in this Agreement will prevent User from disclosing Confidential Information of Exodus pursuant to any judicial or governmental order, provided that the User gives Exodus reasonable prior notice of such disclosure and the opportunity to contest such order. In any event, Exodus may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Service's performance and may use and disclose any information collected from User in the course of this Agreement that Exodus aggregates and/or anonymizes such that the information does not identify User. Exodus recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, ("FOIA") which may require that certain information be released, despite being characterized as "confidential" by the vendor. The Government shall provide

Exodus a reasonable opportunity to review any FOIA request seeking information relating this Agreement or the Service and to assert any FOIA exemption that might apply prior to disclosure.

6. Proprietary Rights. Except as expressly set forth herein, Exodus (and its licensors, where applicable) will retain all ownership and Proprietary Rights relating to the Service and all software and databases encompassed in the Service (“Software”). User grants to Exodus a non-exclusive license to use without restriction, attribution, or compensation, any suggestions, ideas, enhancement requests, feedback, or recommendations provided by User relating to the Service and/or the Software. This Agreement is not a contract of sale and does not convey to User any Rights of ownership in or related to the Service or Software or any Proprietary Rights of Exodus.
7. Term and Termination.
 1. Term. Subject to earlier termination as provided in Section 8.2, the Subscription Term shall be a Trial Period of 60 days from the User’s Registration Effective Date.
 2. Termination. When the End User is an executive agency, as defined in the Contract Disputes Act, 41 U.S.C. § 7101(8), recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Exodus shall proceed diligently with performance of this Agreement, pending final resolution of any dispute arising under the Agreement.
 3. Survival of Terms. All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, Proprietary Rights, warranty disclaimers, and limitations of liability.
8. WARRANTIES. THE SERVICE IS PROVIDED “AS-IS,” WITHOUT WARRANTIES OF ANY KIND. EXODUS (AND ITS AGENTS, AFFILIATES, AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR USER’S SATISFACTION WITH THE SERVICE. NOTWITHSTANDING THE FOREGOING,
9. Reserved.

10. Limitation of Liability. EXCLUDING CLAIMS UNDER SECTION 5 (CONFIDENTIALITY) AND SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY (OR ANY OF ITS AGENTS, AFFILIATES, OR LICENSORS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE, THE INABILITY TO USE THE SERVICE, OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM EITHER PARTY'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. Miscellaneous Provisions.

1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
2. This Agreement is not assignable by either Party, except that either Party may, upon written notice to the other Party, assign this Agreement to a purchaser of all or substantially all of its stock or assets or to an entity into which the Party is merged in accordance with the provisions set forth at FAR 42.1204.
3. 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, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing and signed by both Parties.
4. In any action or proceeding to enforce Rights under this Agreement, the prevailing Party will be entitled to recover costs and reasonable attorneys' fees.
5. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is

electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

6. This Agreement will be governed by the Federal laws of the United States.

For any questions concerning this Agreement, User should contact Exodus via the Exodus Website.