

End User License Agreement – EULA

NEURALYS CORPORATION

Please read this EULA carefully, as it sets out the basis upon which we license the Software for use.

By logging into the platform, and/or by clicking "accept agreement" when you first login to the platform, you agree to be bound by the provisions of this EULA. If you do not agree to be bound by the provisions of this EULA, you must either click "reject agreement" during the login process and/or logout immediately and stop using the software or platform.

BY ACCESSING "THE NEURALYS PLATFORM", AND/OR BY CLICKING "ACCEPT AGREEMENT" WHEN YOU FIRST LOGIN TO THE PLATFORM, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM.

AGREEMENT

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this EULA:

"**Charges**" means those amounts that the parties have agreed in writing shall be payable by the User to NEURALYS CORPORATION in respect of this EULA;

"**Customer**" means the person or entity identified as User or END-USER in this EULA;

"**NEURALYS**" means a product and/or software and/or platform property of NEURALYS CORPORATION that offers vulnerability management and collaboration capabilities and that is licensed and bound by the provisions of this EULA;

"**Software**" means NEURALYS platform;

"**Platform**" means the platform managed by the Provider and used by the Provider to provide the NEURALYS platform, including the application and database software for the NEURALYS platform, the system and server software used to provide the NEURALYS platform, and the computer hardware on which that application, database, system and server software is installed;

"**Customer Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider during the Term / at any time before the termination of this Agreement, whether disclosed in writing, orally or otherwise that at the time of disclosure:
 - (i) was marked as "confidential"; or

- (ii) should have been reasonably understood by the Provider to be confidential;
- (b) the Customer Data; and
- (c) Information related to:
 - (i) Operative Systems; and/or
 - (ii) IP Addresses; and/or
 - (iii) Ports, Services and technologies being used; and/or
 - (iv) Vulnerability Information; and/or
 - (v) Any other information gathered and/or imported to the NEURALYS platform;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the NEURALYS platform by the Customer;

"Documentation" means the documentation for the Software produced by NEURALYS CORPORATION and delivered or made available by NEURALYS CORPORATION to the User;

"EULA" means this end user license agreement, including any amendments to this end user license agreement from time to time;

"Effective Date" means the date upon which the User gives the User's express consent to this EULA, following the issue of this EULA by NEURALYS CORPORATION;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"Maintenance Services" means the supply to the User of Updates and Upgrades;

"Minimum Term" means, in respect of this EULA, the period of 12 months beginning on the Effective Date;

"Services" means any services that NEURALYS CORPORATION provides to the User, or has an obligation to provide to the User, under this EULA;

"Platform Defect" means a defect, error or bug in the Platform having on the appearance, operation, functionality or performance of the NEURALYS platform, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer;
- (b) any use of the NEURALYS platform contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the NEURALYS platform and any other system, network, application, program, hardware or software not specified as compatible in the NEURALYS platform Specification;

"Provider" means NEURALYS CORPORATION, a Delaware corporation having offices at 304 Indian Trace Suite 507, Weston, FL, 33326, United States of America;

"Supported Web Browser" means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Software Specification" means the specification for the Software set out in the Documentation;

"Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

"Support Services" means support in relation to the use of the Software or Platform and the identification and resolution of errors in the Software or Platform, but shall not include the provision of training services whether in relation to the Software, platform or otherwise;

"Subscription Term" means the term of this EULA, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"Update" means a hotfix, patch or minor version update to the Software or platform;

"Upgrade" means a major version upgrade of the Software or Platform;

"USER" or **"END USER"** means the person(s) and/or the company to whom NEURALYS CORPORATION grants a right to use the Software or platform under this EULA;

"Business Day" means any weekday other than a bank or public holiday in United States of America;

"Business Hours" means the hours of 09:00 AM to 6:00 PM EST on a Business Day;

"Account" means an account enabling a person to access and use the NEURALYS platform, including both administrator accounts and user accounts;

2. Trial/Evaluation Subscriptions

- 2.1 Upon User's request and subsequent approval by NEURALYS CORPORATION, the END-USER may receive access to evaluate the Licensed Materials. Such evaluation may take the form of limited access to NEURALYS Platform. Such evaluation may use commercially for a limited period of time as specified by NEURALYS CORPORATION. Unless otherwise agreed to by NEURALYS CORPORATION, an evaluation will only be provided once. The END-USER must purchase a subscription to the Licensed Materials to continue to use them commercially after the evaluation period ends.
- 2.2 Trial Subscription Agreements, including the information submitted to NEURALYS CORPORATION upon the request for the Service ("Registration"), sets forth an agreement (the "Agreement") between the End-User and NEURALYS CORPORATION a Delaware corporation ("NEURALYS CORPORATION"), for a limited trial subscription to the NEURALYS service (the "Service"), whether End-User obtained its evaluation subscription from NEURALYS or an authorized reseller of NEURALYS CORPORATION (an "Authorized Reseller").
- 2.3 Upon End-User's completion of Registration and NEURALYS CORPORATION' acceptance of End-User's Registration request, subject to End-User's compliance with the terms and conditions of this Agreement, End-User will be entitled to use the Service solely for the limited trial period, for the number of scan(s), and/or for the IP address(es) and/or domain name(s) specified during registration, and/or any other(s) specification(s) defined by NEURALYS CORPORATION. To increase or change the number of scans, IP addresses and/or domain names covered by the Service, or to extend the Service beyond a limited trial subscription, End-User must purchase a paid subscription. By registering for the Service and sending requests of any nature to NEURALYS CORPORATION, End-User agrees that all concerned natural persons have given their express and unambiguous consent to the transfer to and processing of their personal data by NEURALYS CORPORATION' Authorized Resellers, attorneys, accountants, overseas affiliates, including transfers of data out of or into the European Union.

3. Subscription Term

- 3.1 This EULA shall come into force upon the Effective Date.
- 3.2 This EULA shall continue in force indefinitely, subject to termination in accordance with Clause 14.

4. Software License Subscriptions

- 4.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive license to use the NEURALYS platform by means of a Supported Web Browser for the internal business purposes of the Customer during the Subscription Term.
- 4.3 The license granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:
- (a) the NEURALYS platform may only be used by the officers, employees, agents and sub-contractors of the Customer;
 - (b) the NEURALYS platform must not be used at any point in time by more than the number of concurrent users specified in the provided license, providing that the Customer may add or remove concurrent user licenses in accordance with this EULA;
- 4.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:
- (a) the Customer must not sub-license its right to access and use the NEURALYS platform;
 - (b) the Customer must not permit any unauthorised person to access or use the NEURALYS platform;
 - (c) the Customer must not use the NEURALYS platform to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material from the NEURALYS platform; and
 - (e) the Customer must not make any alteration to the Platform;
- 4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the NEURALYS platform using an administrator Account.
- 4.6 The Provider shall use all reasonable endeavours to maintain the availability of the NEURALYS platform to the Customer, but does not guarantee 100% availability.
- 4.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Hosting Company, Cloud Service Provider or any other hosting service that the NEURALYS platform may be using to provide to the Customer the Service;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) any breach by the Customer of this Agreement; or
 - (f) scheduled maintenance carried out in accordance with this Agreement.
- 4.8 The Customer must comply with Annex 1 (Acceptable Use Policy), and must ensure that all persons using the NEURALYS platform with the authority of the Customer or by means of an administrator Account comply with Annex 1 (Acceptable Use Policy).
- 4.9 The Customer must not use the NEURALYS platform in any way that causes, or may cause, damage to the NEURALYS platform or impairment of the availability or accessibility of the NEURALYS platform.
- 4.10 The Customer must not use the NEURALYS platform:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.12 The Provider may suspend the provision of the NEURALYS platform if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the NEURALYS platform on this basis.

5. Source Code

- 5.1 Nothing in this EULA shall give to the User or any other person any right to access or use the Source Code or constitute any license of the Source Code.

6. Maintenance Services

- 6.1 NEURALYS CORPORATION shall provide the Maintenance Services to the User during the subscription Term.
- 6.2 NEURALYS CORPORATION shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in NEURALYS CORPORATION's industry.
- 6.3 NEURALYS CORPORATION may suspend the provision of the Maintenance Services if any amount due to be paid by the User to NEURALYS CORPORATION

under this EULA is overdue, and NEURALYS CORPORATION has given to the User at least 5 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

- 6.4 Either party may terminate the Maintenance Services by giving to the other party at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date.
- 6.5 If NEURALYS CORPORATION stops or makes a good faith decision to stop providing maintenance services in relation to the Software License to its customers generally, then NEURALYS CORPORATION may terminate the Maintenance Services by giving at least 30 days' written notice of termination to the END-USER.
- 6.6 If the Maintenance Services are terminated in accordance with the provisions of this Clause 6:
 - (a) the User must pay to NEURALYS CORPORATION any outstanding Charges in respect of Maintenance Services provided to the User before the termination of the Maintenance Services; and
 - (b) NEURALYS CORPORATION must refund to the User any Charges paid by the User to NEURALYS CORPORATION in respect of Maintenance Services that were to be provided to the User after the termination of the Maintenance Services;

7. Support Services

- 7.1 NEURALYS CORPORATION shall provide the Support Services to the User during the Subscription Term.
- 7.2 NEURALYS CORPORATION shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in NEURALYS CORPORATION's industry.
- 7.3 NEURALYS CORPORATION may suspend the provision of the Support Services if any amount due to be paid by the User to NEURALYS CORPORATION under this EULA is overdue, and NEURALYS CORPORATION has given to the User at least 5 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.
- 7.4 Either party may terminate the Support Services by giving to the other party at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date.
- 7.5 If the Support Services are terminated in accordance with the provisions of this Clause 7:
 - (a) the User must pay to NEURALYS CORPORATION any outstanding Charges in respect of Support Services provided to the User before the termination of the Support Services; and

- (b) NEURALYS CORPORATION must refund to the User any Charges paid by the User to NEURALYS CORPORATION in respect of Support Services that were to be provided to the User after the termination of the Support Services;

8. No assignment of Intellectual Property Rights

- 8.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from NEURALYS CORPORATION to the END-USER, or from the END-USER to NEURALYS CORPORATION.
- 8.2 All intellectual proprietary rights now known or hereafter recognized in any jurisdiction in and to the Service, API, Reports, and the design and function of the Products--and in each case all software embedded therein or related thereto, all data and information contained therein (excluding individual factual data gathered from the End-User's IP addresses) are owned by NEURALYS CORPORATION and its licensors. End-User agrees to make no claim of interest therein or ownership thereto.

9. Charges

- 9.1 The User shall pay the Charges to NEURALYS CORPORATION in accordance with this EULA.
- 9.2 All amounts stated in or in relation to this EULA are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the END-USER to NEURALYS CORPORATION.

10. Payment Obligations

- 10.1 NEURALYS CORPORATION shall issue an invoice for the Charges to the END-USER.
- 10.2 END-USER agrees to pay any and all amounts due or incurred by END-USER as specified in the invoice for the applicable subscription to the Licensed Materials (the "Fees"). The invoice may be issued by NEURALYS CORPORATION or one of its authorized distributors, as applicable. Payment is due upon delivery of an invoice unless other terms have been agreed upon by NEURALYS CORPORATION. END-USER agrees to pay directly or reimburse NEURALYS CORPORATION (or the authorized distributor, as applicable) for any taxes (including, sales or excise taxes, value added taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, arising out of this Agreement, imposed on the Plugins or the use thereof, or NEURALYS CORPORATION's performance under this Agreement. END-USER agrees to pay invoices under this Agreement without deducting any present or future taxes, withholdings or other charges except those deductions it is legally required to make. If END-USER is legally required to make any deductions, END-USER agrees to pay such amounts as are necessary to make the net amounts remaining after such deductions equal to the stated amount due under this Agreement. The payments or reimbursements will be in such amounts as are

sufficient to relieve NEURALYS CORPORATION (or the authorized distributor, as applicable) from owing any further taxes, either directly or on the basis of the payments made under this Agreement. Notwithstanding the foregoing, NEURALYS CORPORATION will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. END-USER agrees to pay any interest and penalties imposed by any taxing authorities to the extent such interest and penalties are applicable to taxes not paid at END-USER's request or as a result of reliance by NEURALYS CORPORATION (or the authorized distributor, as applicable) on END-USER's representations. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, END-USER will obtain such certificate or document.

11. Warranties

11.1 NEURALYS CORPORATION warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

11.2 NEURALYS CORPORATION warrants to the User that:

- (a) the Software or platform as provided will conform in all respects with the Software or platform Specification;
- (b) the Software or platform will incorporate security features reflecting the requirements of good industry practice.

11.3 NEURALYS CORPORATION warrants to the User that the Software or platform, when used by the User in accordance with this EULA, will not breach any laws, statutes or applicable regulations.

11.4 NEURALYS CORPORATION warrants to the User that the Software or platform, when used by the User in accordance with this EULA, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

11.5 If NEURALYS CORPORATION reasonably determines, or any third party alleges, that the use of the Software or platform by the User in accordance with this EULA infringes any person's Intellectual Property Rights, NEURALYS CORPORATION may act reasonably at its own cost and expense:

- (a) modify the Software or platform in such a way that it no longer infringes the relevant Intellectual Property Rights; or
- (b) procure for the User the right to use the Software in accordance with this EULA.

11.6 The User warrants to NEURALYS CORPORATION that it has the legal right and authority to enter into this EULA and to perform its obligations under this EULA.

11.7 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning

the subject matter of this EULA will be implied into this EULA or any related contract.

12. Acknowledgements and warranty limitations

12.1 THE SERVICE, SOFTWARE, PLATFORM, REPORTS AND PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND NEURALYS CORPORATION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. Without limiting the foregoing, NEURALYS CORPORATION makes no warranty that the Service or Products will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access, or that the Service or Products will detect/notify every vulnerability to End-User's network.

13. Limitations and exclusions of liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL NEURALYS CORPORATION, ITS SUCCESSORS, ASSIGNS, OR AUTHORIZED RESELLERS, BE LIABLE TO END-USER UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFITS, LOSS OF DATA, APPLICATION OR EQUIPMENT DOWNTIME, DAMAGE TO THE END-USER SYSTEM, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF END-USER'S USE OR INABILITY TO USE THE SERVICE OR THE PRODUCTS, EVEN IF NEURALYS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NEURALYS CORPORATION' AND ITS AUTHORIZED RESELLERS' TOTAL LIABILITY TO END-USER FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED \$100.

14. Termination

14.1 NEURALYS CORPORATION may terminate this EULA by giving to the User not less than 30 days' written notice of termination, expiring after the end of the Minimum Term.

14.2 The User may terminate this EULA by giving to NEURALYS CORPORATION not less than 60 days' written notice of termination, expiring after the end of the Minimum Term.

14.3 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

- (a) the other party commits any breach of this EULA, and the breach is not remediable;
- (b) the other party commits a breach of this EULA, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches this EULA (irrespective of whether such breaches collectively constitute a material breach).

14.4 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this EULA); or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

14.5 NEURALYS CORPORATION may terminate this EULA immediately by giving written notice to the User if:

- (a) any amount due to be paid by the User to NEURALYS CORPORATION under this EULA is unpaid by the due date and remains unpaid upon the date that written notice of termination is given; and

- (b) NEURALYS CORPORATION has given to the User at least 10 days' written notice, following the failure to pay, of its intention to terminate this EULA in accordance with this Clause 14.5.

15. Effects of termination

15.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.1, 10.2, 12.1, 13.1, 15, 16, 17, 18, 19 and 20.

15.2 The termination of this EULA shall not affect the accrued rights of either party.

15.3 Within 10 days following the termination of this EULA for any reason:

- (a) the User must pay to NEURALYS CORPORATION any Charges in respect of Services provided to the User before the termination of this EULA and in respect of licenses in effect before the termination of this EULA; and
- (b) NEURALYS CORPORATION must refund to the User any Charges paid by the User to NEURALYS CORPORATION in respect of Services that were to be (but are not) provided to the User after the termination of this EULA and in respect of licenses that were to be but are not in effect after the termination of this EULA,

without prejudice to the parties' other legal rights.

15.4 For the avoidance of doubt, the licenses of the Software or Platform in this EULA shall terminate upon the termination of this EULA; and, accordingly, the END-USER must immediately cease to use the Software or platform upon the termination of this EULA.

16. General

16.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

16.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

16.3 This EULA may not be varied except by a written document signed by or on behalf of each of the parties.

16.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.

- 16.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.
- 16.6 Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 16.7 This EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 16.8 This EULA shall be governed by and construed in accordance with United States law.
- 16.9 The courts of United States shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

17. Interpretation

- 17.1 In this EULA, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 17.2 The Clause headings do not affect the interpretation of this EULA.
- 17.3 In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

18. Restrictions

- 18.1 End-User's use of the Service and the Products is subject to the following restrictions, and End-User hereby covenants as follows: (a) End-User may use the Service only to evaluate IP addresses and/or map domain names owned by and registered to End-User or for which End-User otherwise has the full right, power and authority to consent to have the Service scan and/or map. (b) End-User may not use the Service or the Products except for the limited purpose of accessing the Service's user interface and reviewing, solely for End-User's own internal business purposes, only such test results as set forth in the reports of IP address analysis provided by NEURALYS CORPORATION

(the "Reports"). (c) While there is no software transfer necessary from NEURALYS CORPORATION to End-User to effectuate the Service, End-User agrees not to copy, distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense, transfer, reverse engineer, decompile, or disassemble the Software or any software that provides the Service, or otherwise attempt to derive the processes by which the Service is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law. (d) End-User may not make any alteration, addition or modification to the Products; open, disassemble or tamper with the Products in any fashion; transfer possession of the Products to any third party or allow any third party to use or access the Products; or use the Products or the Software on behalf of any third party, on a service bureau basis or otherwise. (e) End User will not remove, alter or obscure in any way any proprietary rights notices (including copyright notices) of NEURALYS CORPORATION or its suppliers on or within the Products, Software, Service or Reports. (f) Upon termination or expiration of the subscription period, End-User must cease all use of the Service, including any downloads of Reports.

- 18.2 (a) End-User represents and warrants that End-User has full right, power, and authority to consent to have the Service scan for vulnerabilities the IP addresses or domain names identified to NEURALYS CORPORATION for analyzing, whether electronically or by any other means, whether during initial Registration or thereafter. Without limiting any other remedy that NEURALYS CORPORATION may have, End-User agrees to indemnify and hold NEURALYS CORPORATION and its Authorized Resellers harmless from and against all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by NEURALYS CORPORATION or such Authorized Resellers resulting from End-User's breach. (b) End-User also acknowledges and agrees that the analysis of such IP addresses and/or domain names may expose vulnerabilities and in some circumstances could result in the disruption of services at such site(s). Certain optional features of the Service could involve substantial risk of Denial of Service (DOS) attacks, loss of service, hardware failure and loss or corruption of data. Consequently, End-User agrees that it is End-User's responsibility to perform backups of all data contained in or available through the devices connected to End-User's IP addresses and/or domain names prior to invoking the use of the Service.

19. Confidentiality

19.1 Each party agrees to keep in confidence and not to disclose to third parties any confidential or proprietary information it receives from the other party hereunder ("Confidential Information"), nor to use such Confidential Information for any purpose other than as expressly set forth in this Agreement. All data regarding End-User's IP addresses, domain names or network characteristics (including data that NEURALYS CORPORATION obtains as a result of its provision of the Service hereunder) will be deemed Confidential Information of the End-User. All data and information contained within the Service or the Reports (excluding End-User's Confidential Information) and all information concerning or materially relating to the Hardware, will be deemed Confidential Information of NEURALYS CORPORATION. End-User may not access, use or refer to any information or data contained within the Service or the Reports except for the limited purpose of vulnerability management with regard to the IP addresses or information assets for which End-User has purchased a subscription package.

20. General Disclaimer

20.1 End-User agrees to comply with all applicable laws in its use of the Service, including all applicable export control laws. This Agreement is governed by the laws of the United States and the State of Florida, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any dispute between End-User and NEURALYS CORPORATION regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts in Weston County in the State of Florida. This Agreement is the entire agreement between End-User and NEURALYS CORPORATION and supersedes any other communications or advertising with respect to the Service and documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. No provision of this Agreement shall be deemed waived or modified except in a writing signed by an authorized representative of NEURALYS CORPORATION. There are no implied licenses hereunder. End-User may not assign this Agreement without the prior written consent of NEURALYS CORPORATION.

Annex 1. Acceptable Use Policy

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at scanner.vulnerabilityinsight.com, vulninsight.com, cyber360portal.com, any successor or associated

website, and the services available on that website or any successor website (the "**Services**"); and

(b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to NEURALYS CORPORATION (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content (or information) or otherwise use the Services.

1.5 You must be at least 21 years of age to use the Services; and by using the Services or by agreeing to this Policy, you warrant and represent to us that you are at least 21 years of age.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

- (g) be in contempt of any court, or in breach of any court order;
 - (h) constitute a breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) constitute a breach of official secrets legislation; or
 - (k) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Harmful software

- 4.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 4.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.