

# ObjectSecurity OT.AI Platform End User License Agreement (EULA)

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## ObjectSecurity OT.AI™ Platform

Binary Vulnerability Analysis and Reporting Platform

VM in the Cloud

End User License Agreement (EULA)

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“LICENSE”) CAREFULLY BEFORE USING OBJECTSECURITY OT.AI PLATFORM SOFTWARE. BY USING THE OBJECTSECURITY SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

Timestamp Recorded in the ObjectSecurity OT.AI Platform at Login:

- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE OBJECTSECURITY SOFTWARE AND CLICK “**DISAGREE**”.
- IF YOU AGREE TO THE TERMS OF THIS LICENSE, CLICK “**AGREE**”.

Software made available through the ObjectSecurity VM in the Cloud services offering is licensed, not sold, to you. Your license to each software instance is subject to your acceptance of this Licensed Application End User License Agreement (“Standard EULA”). Your license to any ObjectSecurity software platform offering under this Standard EULA is granted by ObjectSecurity, and your license to any Third-Party App under this Standard EULA is granted by the Application Provider of that Third-Party App. Any software application or platform that is subject to this Standard EULA is referred to herein as the “Licensed Application.” The Application Provider or ObjectSecurity as applicable (“Licensor”) reserves all rights in and to the Licensed Application not expressly granted to you under this Standard EULA.

### Alpha and Beta Version (Pre-Release) Testing

If you are given access to an Alpha or Beta version of the ObjectSecurity OT.AI Platform, you are accepting to participate in “Testing” a pre-release, which provides access to confidential materials or services currently in development by ObjectSecurity. ObjectSecurity wishes to benefit from your experiences as a Pre-Release Tester of ObjectSecurity’s materials or service. As a Pre-Release Tester, you agree to:

- Actively use and evaluate the ObjectSecurity OT.AI Platform.
- Provide the types of feedback requested and respond to questions.
- Give ObjectSecurity all rights to any feedback you submit.
- Not disclose to those who are not your employees that you are participating in this test.
- Not show the materials to those who are not your employees.
- Not share copies, pictures, or videos of the test materials in any form.
- Return the test materials (ObjectSecurity will provide a pre-paid method for the return of the test materials), if requested.

Any feedback, ideas, modifications, suggestions, improvements, and the like made by you concerning the Pre-Release Test software (“Supportive Information”) will be the property of ObjectSecurity. You agree to assign, and at this moment give, all

rights, titles, and interests worldwide in the Supportive Information and the related intellectual property rights to ObjectSecurity and agree to assist ObjectSecurity, at ObjectSecurity's expense, in perfecting and enforcing such rights.

ObjectSecurity may disclose or use Supportive Information for any purposes whatsoever without any obligation to you. You agree to pay all incidental costs (such as costs for Internet and phone services, accessories, cabling, etc.) associated with the testing of the Pre-Release Test and incurred during your possession of the Pre-Release Test software.

**No Service Level Agreement (SLA) is available for Pre-Release versions of the ObjectSecurity OT.AI Platform.**

## **1. Confidentiality**

- a. You acknowledge that as a Pre-Release Tester, you may have access to, and ObjectSecurity may disclose to you, certain valuable information belonging to and relating to ObjectSecurity which ObjectSecurity considers confidential, including, but not limited to, information concerning the Pre-Release Test software, the Alpha Test software's trademark(s) and trade name(s), computer programs, user manuals, sales and marketing plans, business plans, processes, customer lists, and other trade secrets ("Confidential Information"). You shall use the Confidential Information solely for testing purposes and, for a period of five (5) years from your receipt of the Confidential Information, shall not disclose, without ObjectSecurity's written consent, such Confidential Information to third parties or use such Confidential Information for its own benefit or for the benefit of third parties.
- b. Suppose you are a company or other entity. In that case, you shall disclose Confidential Information only to those of its employees who need to know such information for the agreed-upon Pre-Release testing and shall ensure that its employees observe the confidentiality obligations in this Section 5. You acknowledge that the Pre-Release Test software contains Confidential Information developed or acquired by ObjectSecurity and that all rights therein and in other ObjectSecurity Confidential Information remain in ObjectSecurity. Then you will not disclose that it is evaluating or testing or has evaluated or tested the Alpha Test software to any third party without ObjectSecurity's prior written consent. In addition, you agree to treat any communications and reports prepared under this Agreement, including, but not limited to, those prepared following Section 4.1, as Confidential Information and will not divulge the existence or content of such communications or reports to any third party without ObjectSecurity's prior written consent.
- c. This Agreement shall impose no obligation of confidentiality upon you concerning any portion of the Confidential Information which: (i) now or hereafter, through no act or failure to act on your part, becomes generally known or available; (ii) is known to you at the time you receive same from ObjectSecurity as evidenced by written records; (iii) is hereafter furnished to you by a third party as a matter of right and without restriction on disclosure.

## **2. Proprietary Rights; No Right to Copy, Modify, or Disassemble.**

- a. The software provided by ObjectSecurity and all copies thereof are proprietary to and the property of ObjectSecurity. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents, and other intellectual property rights in or associated with the software are and will remain in ObjectSecurity. you shall have no such intellectual property rights in the software.
- b. You may not copy or reproduce the software without ObjectSecurity's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions. you may not copy or reproduce any software or documentation provided by ObjectSecurity, without ObjectSecurity's prior written consent, except as is reasonably needed to perform your obligations under this Agreement. Each copy of software or documentation made by you must contain ObjectSecurity's proprietary and copyright notices in the same form as the original. You shall not remove or deface any portion of any legend provided on any part of the software.
- c. You agree to secure and protect the software and all copies thereof in a manner consistent with the maintenance of ObjectSecurity's rights therein and to take appropriate actions by instruction or Agreement with any of its employees or agents permitted access to it to satisfy its obligations hereunder.
- d. You shall not reverse engineer, alter, modify, disassemble or decompile the software, or any part thereof, without ObjectSecurity's prior written consent.

**3. Disclaimer of Warranty.** By its nature, the Pre-Release Test software may contain errors, bugs, and other problems that could cause a system failure. ObjectSecurity may not yet complete the testing and quality assurance of the Pre-Release Test software. Because the Alpha Test software is subject to change, ObjectSecurity reserves the right to alter the Pre-Release Test software at any time. Any reliance on the Pre-Release Test software is at your own risk. PARTICIPANT ACCEPTS THE ALPHA TEST MATERIAL "AS IS." OBJECTSECURITY MAKES NO WARRANTY OF ANY KIND REGARDING THE BETA TEST MATERIAL. OBJECTSECURITY AT THIS MOMENT EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS.

**4. Term and Termination.**

- a. The term of this Agreement shall begin on the date set forth above (or, if no date is given, then the date both parties accept this Agreement by written signature) and shall continue until terminated as set forth below. Upon termination of this Agreement for any reason, the 5-year obligation to protect Confidential Information, as outlined in Section 5.1, shall survive such termination.
- b. This Agreement may be terminated at any time for any reason by either party giving ten (10) days prior written notice to the other party, subject to Section 8.3 below. A particular Pre-Release Test software Agreement shall automatically terminate upon the general release to the public of the final product derived from the Pre-Release Test software by ObjectSecurity, or sooner upon ten days prior written notice by either party. The parties acknowledge that ObjectSecurity is under no obligation to release any final product or Alpha Test software to the public.
- c. Upon termination of this Agreement or a particular Pre-Release Test software Agreement, you agree to (a) return the Pre-Release Test software and all copies thereof to ObjectSecurity, if requested by ObjectSecurity in writing to do so, within seven (7) days after such termination, or (b) if requested by ObjectSecurity to do so, certify to ObjectSecurity in writing that the Pre-Release Test software and all copies thereof have been destroyed, or (c) purchase the Pre-Release Test software as outlined in Section 4.3. The provisions of and the obligations of the parties under, Sections 4.3, 4.4, 5, 6, 7, 8, and 9, and any other requirements that would typically survive, shall survive the termination of this Agreement.

**5. Limitation of Liability.** NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations

will apply even if the above-stated remedy fails in its essential purpose.

6. **Exporting Restrictions; United States Government Legends.** Software that is provided to you may be subject to United States Export Restrictions. You agree not to export or re-export any software or to accompany documentation in violation of any applicable laws and regulations of the United States or the country where you obtained them. The software, firmware, or other parts of the software covered by this Agreement may contain robust data encryption code, not being exported outside the United States or Canada. You agree not to export or re-export, either physically or electronically, encrypted software or accompanying documentation without obtaining written authorization from the U.S. Department of Commerce.
7. **Waiver.** A waiver of any default hereunder or any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. Still, it shall apply solely to the instance to which such waiver is directed.
8. **Assignment; Severability.** You agree not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement. Suppose any part of this Agreement shall be invalid or unenforceable. In that case, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed following the laws of the State of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties agree that the federal or state courts located in the State of California shall have exclusive jurisdiction to hear any dispute under this Agreement.
10. **Entire Agreement.** This Agreement represents the entire Agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties.