

This Agreement, along with all the documents it refers to, constitutes Cryptosense's Terms and Conditions. Please read it carefully as it forms a contract between You and Cryptosense and governs use of and access to the Service by You, Your Affiliates and Users.

By accessing or using the Service, or authorizing or permitting any User to access or use the Service, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to Cryptosense that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms, "You," "Your", "the Customer" or related capitalized terms used herein shall refer to such Entity and its Affiliates.

If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access or use the Service or Website.

You, as an individual, must be 18 years or older to access or use the Website and the Service.

ORDER FORM CRYPTOSENSE SAAS AGREEMENT

<u>Product Description</u>	Service description			
	<u>Number of Projects to Analyze</u>	<u>Maximum number of Traces per Project</u>	<u>Service Plan selected (see App. 1)</u>	<u>Total License Fee due</u>
Cryptosense Analyzer in SaaS	1	3	Premium Plus	
Total Fees, annual w/o V.A.T				0
V.A.T				-
Total Fees, annual including V.A.T				0
Total Fees, monthly w/o V.A.T				0
V.A.T				-
Total Fees, monthly including V.A.T				0
Billing Period: 14 days				

SOFTWARE AS A SERVICE AGREEMENT

Preamble

This SaaS Agreement is entered into, as of its effective date (the “**Effective Date**”), between Cryptosense SA, a public limited liability company, with offices at 231, rue Saint Honoré, 75001 PARIS (“**Cryptosense**”), and its customer (the “**Customer**”), as stipulated in the Order Form. Together, the Order Form and the SaaS Agreement comprise the Agreement (the “**Agreement**”).

The Agreement sets forth the terms, rights, restrictions, and obligations in connection with using the Service.

1. Definitions

“**Account**” means any accounts or instances created by or on behalf of the Customer for access and use of the Service.

“**Affiliate**” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

“**API**” means the application programming interfaces developed, enabled by or licensed to Cryptosense that permits a User to access certain functionality provided by the Service.

“**Bug Fixe(s)**” means patches, workarounds, and maintenance releases.

“**Billing period**” means the period for which the Customer agrees to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if the Customer subscribes to the Service for a one (1) year Subscription Term, with a monthly payment, the first Billing Period will be one (1) month.

“**Confidential Information**” means all information provided by Cryptosense or the Customer (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential.

Confidential Information will include Customer’s Data and information about the Discloser’s business plans, technical data, and the terms of the Order Form. Confidential Information does

not include any information that

- (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or
- (ii) was known to the Receiver before receipt from the Discloser.

As between the parties, the Service, the Cryptosense Tracer and Cryptosense Static Scanner, the results of any performance, the Traces, the Scans, and any Feedback, are Confidential Information proprietary to Cryptosense.

"Consulting Services" means the professional services provided to the Customer by Cryptosense, which may include training services, installation, integration or other consulting services.

"Customer's Data" means all electronic data, text, messages or other materials submitted to the Service by the Customer through the Customer's Account in connection with the Customer's use of the Service.

"Cryptosense Analyzer" means the server-based service that analyzes the Traces of the Customer's Projects.

"Cryptosense Tracer" means the downloadable code provided by Cryptosense to the Customer, which generates a Trace of the way the Project runs.

"Cryptosense Static Scanner" means the downloadable code provided by Cryptosense to the Customer, which generates a Scan of the Project's code.

"Documentation" means Cryptosense's then current on-line help, guides, and manuals, published by Cryptosense, and made available by Cryptosense for the Service.

"Effective Date" means the date when the Customer receives the access code to the Service, in an email from Cryptosense.

"Free Services" means the Service or other products or features made available by Cryptosense to the Customer on an unpaid trial or free basis.

"Order Form" means the Customer's written order in order to benefit from the Service, submitted to Cryptosense pursuant to this Agreement.

"Privacy Policy" means Cryptosense's privacy policy as published on Cryptosense's Website.

"Project" means a set of programs consisting of sources, and/or code instruction files that can perform a task in order to achieve a single business purpose for the Customer. For the purpose of the Agreement, each separate business application shall count as a separate Project.

"Scan" means a file created by Cryptosense Static Scanner.

"Service" means the provision of an analytical report, based on the successive performances of the Cryptosense Tracer, Cryptosense Static Scanner and Cryptosense Analyzer, intended to identify vulnerabilities. The Service may be subject to separate and distinct Service Plans.

"Service Plan(s)" means the pricing plan(s) and the functionality and services associated therewith (as detailed in Appendix 1) for which the Customer subscribes with respect to any User, as specified in the Order Form.

"Software" means software provided by Cryptosense (either by download or access through the internet) that allows the Customer to use any functionality in connection with the Service.

"Subscription Fee" means the price, set forth in the applicable Order Form for each Project to

be analyzed by Cryptosense Analyzer, for the performance of the Service during the Subscription Term and paid every Billing Period.

“**Subscription Term**” means the period during which the Customer has agreed to subscribe to the Service with respect to any individual User. For the purpose of this Agreement, the Subscription Term will be one (1) year.

“**Trace**” means a file created by Cryptosense Tracer

“**Upgrade(s)**” means any subsequent releases of Cryptosense Analyzer, Cryptosense Tracer or Cryptosense Static Scanner that add new features, functionality, and/or improved performance, or operate on new or other databases, operating systems, or client or server platforms.

“**User**” means those who are designated users within the Service, including an Account administrator and other designated users.

“**Vulnerability Report**” means the report resulting from the analysis of the Trace file by Cryptosense Analyzer.

“**Website**” means the website that Cryptosense operates: <https://cryptosense.com/>.

2. Service

Cryptosense provides solutions and services for the security analysis of applications.

The Customer has received all of the technical elements and information enabling it to confirm the relevance and limits of the Cryptosense offer, and to take an informed decision on whether it meets its technical needs.

The Service includes, depending on the Order Form details:

- (i) a copy of the “Cryptosense Tracer” code in its binary form;
- (ii) a copy of the “Cryptosense Static Scanner” code in its binary form
- (iii) a Web-based access to Cryptosense Analyzer, with specific features determined by the Service Plan;
- (iv) a Vulnerability Report.

The Service is accessed online by means of a code communicated by Cryptosense. This access code is personal and Confidential Information, and permits the Customer to access its Customer’s Account. It is strictly prohibited to disclose the code to any third party, and the Customer agrees to take all necessary steps to ensure and maintain its confidentiality, and its physical and logical security. Any access to the Service, and any use made of it by means of the access code, shall be deemed made by the Customer unless the Customer provides evidence to the contrary. Without limiting the foregoing, the Customer undertakes

(i) to promptly inform Cryptosense of any unauthorised use of the access code, or disclosure of the access code to a third party, and of the circumstances that contributed to such use, or disclosure, and

(ii) to cooperate actively with Cryptosense to put an end to such unauthorised use or disclosure.

The Cryptosense Tracer and Cryptosense Static Scanner shall be installed and used by the Customer according to the specifications set forth in the Documentation, under the Customer's sole responsibility. The Trace generated by the Cryptosense Tracer shall be uploaded onto the Customer's Account in order to be processed by Cryptosense Analyzer. In return, the Customer shall receive, on its Customer's Account, an analytical report intended to identify vulnerabilities. This Vulnerability Report shall be made available on the Customer's Account, and shall remain available for the Subscription Term.

The aim of the Service is to detect vulnerabilities within the Customer's Project. In this regard, Cryptosense is subject to an obligation of means.

Availability. Cryptosense tries to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

Consulting Services. The Customer may purchase Consulting Services by placing a Form Order with Cryptosense. Unless Cryptosense and the Customer otherwise agree, the Consulting Services provided by Cryptosense will be delivered in English. Fees for these Consulting Services are in addition to the Customer's Subscription Fee.

All Consulting Services are performed remotely, unless the Customer and Cryptosense otherwise agree.

For Consulting Services performed on-site, the Customer will reimburse Cryptosense its reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If there are a specific number of hours included in the Consulting Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period").

If there are deliverables included in the Consulting Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period").

If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase.

If the Consulting Services provided are not complete at the end of the Delivery Period due to the Customer's failure to make the necessary resources available to Cryptosense or to perform the Customer's obligations, such Consulting Services will be deemed to be complete at the end of the Delivery Period.

If the Consulting Services provided are not complete at the end of the Delivery Period due to Cryptosense's failure to make the necessary resources available to the Customer or to perform Cryptosense's obligations, the Delivery Period will be extended to allow Cryptosense to complete such Consulting Services.

Cryptosense might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

3. Use and limitations of use of Service

Cryptosense grants the Customer a limited, strictly internal, non-transferable, non-assignable, and non-exclusive right to use the Service, on the number of Projects, Traces and Scans specified in the Order Form, and according to the technical conditions and the limitations of use specified by Cryptosense. All of the copies of the Cryptosense Tracer and Cryptosense Static Scanner provided, as set forth in the Order Form, are licensed, not sold, and Cryptosense retains all rights over the Cryptosense Tracer, Cryptosense Static Scanner and the resulting Traces, Scans and Vulnerability Reports, which are deemed to be derivative work of the Cryptosense Tracer and Cryptosense Static Scanner.

The Customer warrants that it shall use the Service in compliance with applicable laws.

The Customer agrees not to:

- a. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, reproduce, time share or otherwise commercially exploit or make the Service available to any third party, other than Users in furtherance of its internal business purposes as expressly permitted by this Agreement;
- b. use the Service to Process data on behalf of any third party other than its Users;
- c. modify, adapt, or hack the Service or otherwise attempt to gain or gain unauthorized access to the Service or related systems or networks;
- d. use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to Cryptosense's servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser
- e. falsely imply any sponsorship or association with Cryptosense;
- f. use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights;
- g. use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components or interferes with any other party's use of the Service;
- h. attempt to decipher, decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any Software making up the Service;
- i. access the Service other than through Cryptosense's interface
- j. try to use, or use the Service in violation of this Agreement.

The Customer shall be responsible for any loss of data or attempted or actual access or use of the Service through the Customer's Account in violation of this Agreement.

If Cryptosense informs the Customer that a specified activity or purpose is prohibited with respect to the Service, the Customer will ensure that it immediately ceases use of the Service

for such prohibited activity or purpose.

4. Restrictions

No right or license in, or to source code for the Cryptosense Tracer and Cryptosense Static Scanner is granted hereunder, except as expressly provided for by applicable law. The Customer shall not use the Cryptosense Tracer and Cryptosense Static Scanner for commercial time-sharing, or rental.

The Customer agrees and acknowledges that the Traces and Scans and the Vulnerability Report are intended for internal use only by the Customer, and that they shall not be used by any third party, or be analyzed by an analyzing server other than Cryptosense Analyzer.

5. Access to the Service

The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Service.

The Customer's access to and use of the Service may require the Customer to use or maintain specific browser software, security certifications and other procedures that supports protocols used by the Service.

The Customer may not be able to access or use the Service

(a) during planned downtime for Upgrades and maintenance to the Service (of which Cryptosense will use commercially reasonable efforts to notify the Customer in advance through its Service) ("Planned Downtime"), or

(b) during any unavailability caused by circumstances beyond Cryptosense's reasonable control, such as, but not limited to, acts of government, acts of terror or civil unrest, technical failures beyond Cryptosense's reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks.

Cryptosense will use commercially reasonable efforts to schedule Planned Downtime for weekends (Paris Time zone) and other off-peak hours.

6. Changes to the service and website

Cryptosense may update the Service from time to time and the Customer may receive notifications of such upgrades, enhancements or updates ("Updates"). Any new or modified features added to or augmenting or otherwise modifying the Service or other updates, modifications or enhancements to the Service are also subject to this Agreement and Cryptosense reserve the right to deploy Updates at any time.

7. Support and Maintenance Services

Cryptosense shall make available to the Customer the support and maintenance services as

provided herein (“**Maintenance**”).

Cryptosense may, from time to time, provide the Customer with Bug Fixes and/or Updates, at its sole discretion. The Customer hereby represents and warrants that it will keep the Cryptosense Tracer and Cryptosense Static Scanner up-to-date and install all relevant updates and fixes during the Subscription Term. Maintenance shall only be provided if

- (i) the Software has been properly installed, and used at all times in accordance with the instructions for use; and
- (ii) no modification, alteration, or addition has been made to the Software by any person other than Cryptosense.

Cryptosense shall use commercially reasonable efforts to provide the Customer with email support during working hours (9:30 a.m. to 6.30 p.m. Paris Time) from Monday to Friday (public holidays excluded).

8. Fees and Payment

8.1 Subscription Fees: Except during the Customer’s free trial, all charges associated with the Customer’s Account (“Subscription Fees”) are due in full and payable in advance, in accordance with Section 8.2, when the Customer subscribes to the Service. Unless specified otherwise in the Order Form, the Subscription Fees are based on the Service Plan the Customer chooses and are payable in full until the Customer terminate its Account in accordance with Section 10. The Customer will receive a receipt upon each receipt of payment by Cryptosense.

8.2 Payment methods: the Customer may pay the Subscription Fees through its credit card, or other accepted payment method.

Payment by credit card: If the Customer is paying by credit card, it authorizes Cryptosense to charge its credit card or bank account for all fees payable during the Subscription Term. The Customer further authorizes Cryptosense to use a third party to process payments, and consent to the disclosure of its payment information to such third party. For credit card payments, the Customer’s payment is due immediately upon its receipt of Cryptosense’s invoice.

Payment against invoice: If the Customer is paying by invoice, Cryptosense will invoice the Customer no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

Payment by check or wire transfer shall be made to the following account:

Bank: BNP Paris Trinité

IBAN: FR76 3000 4008 2200 0103 7284 966 BIC: BNPAFRPPPC

Payment Information: The Customer will keep its contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

Sales Tax: All fees are exclusive of taxes, which Cryptosense will charge as applicable. The Customer agrees to pay any taxes applicable to its use of the Service and performance of Consulting Services. The Customer shall have no liability for any taxes based upon Cryptosense's gross revenues or net income. If the Customer is located in the European Union, all fees are exclusive of any VAT and the Customer represents that it is registered for VAT purposes in its member state. At Cryptosense's request, the Customer will provide Cryptosense with the VAT registration number under which the Customer is registered in its member state. If the Customer is subject to GST, all fees are exclusive of GST. If the Customer is required to deduct or withhold any tax, it must pay the amount deducted or withheld as required by law and pay Cryptosense an additional amount so that Cryptosense receive payment in full as if there were no deduction or withholding.

8.3 Cryptosense may use a third party service provider to manage credit card and other payment processing; provided, that such service provider is not permitted to store, retain or use the Customer's payment account information except to process the Customer's credit card and other payment information for Cryptosense. The Customer must notify Cryptosense of any change in its credit card or other payment account information, either by updating the Customer's Account or by e-mailing Cryptosense at info@cryptosense.com.

8.4 **Refunds:** Unless otherwise specified in this Agreement or the Order Form or a Service Plan, all Subscription Fees are nonrefundable. No refunds shall be issued for partial use or non-use of the Service by the Customer or termination of Account before the end of the Subscription Term.

8.5 **Upgrades and Downgrades:** the Customer may upgrade or downgrade within a Service Plan or between two Service Plans. The Customer understands that downgrading may cause loss of content, features, or capacity of the Service as available to the Customer before downgrading its Account. Cryptosense will not be liable for such loss. When the Customer upgrades or downgrades, the new Subscription Fees become immediately applicable. Upon upgrade, the new Subscription Fees for the subsisting month would be charged on pro-rated basis and the Customer's credit card will be charged automatically. Subsequent months will be charged in full according to the new Subscription Fees. Upon downgrade, the Customer will be offered a refund for the payment made for the subsisting month in the form of credits credited to the Customer's Account. These credits will be offset against the new Subscription Fees payable in the subsequent months.

8.6 **Applicable Taxes:** Unless otherwise stated, the Subscription Fees do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). The Customer is responsible for paying the Taxes that would be levied against it by

government authorities. Cryptosense will invoice the Customer for such Taxes if Cryptosense believe it has a legal obligation to do so and the Customer agrees to pay such Taxes if so invoiced.

8.7 User Benefits: Apart from the credits provided to the Customer when it downgrades, Cryptosense may, at its sole discretion, offer the Customer certain benefits such as discounts on Subscription Fees, extension in Subscription Term for no extra payments from the Customer, with regard to the Service. These benefits are specific to the Customer's Account and the Service identified while offering these benefits. They are not transferable. The benefits may have an expiry date. If they do not have an expiry date, they will expire upon completion of twelve (12) months from their date of offer.

9. Customer Trademark

Cryptosense shall have the right to identify the Customer as a client of Cryptosense, and to use the Customer's name and logo in marketing materials and on Cryptosense's website.

Unless the Customer notifies Cryptosense otherwise by an e-mail to info@cryptosense.com, the Customer agrees to grant Cryptosense a royalty-free, worldwide, transferable license to use the Customer's trademark or logo to identify the Customer as Cryptosense's customer on Cryptosense's Website and/or marketing collateral.

Cryptosense may obtain and aggregate technical and other data about the Customer's use of the Service that is non- personally identifiable with respect to the Customer, and Cryptosense may use the data to improve, support and operate the Service.

Grant of License to the Customer: Cryptosense's product and service names, and logos used or displayed on the Service or Website are Cryptosense's registered or unregistered trademarks (collectively, "Marks"), and the Customer may only use such Marks to identify the Customer as a user of the Service the Customer have subscribed to.

Reservation of Rights: All rights not expressly provided to the Customer herein are reserved.

10. Subscription Term, Suspension & Termination

10.1 Subscription Term and Renewal: This Agreement shall become effective on the Effective Date, which shall be the date when the Client receives the access code to the Service, and shall remain in force for the Subscription Term.

Renewal: the Customer's subscription to the Service will renew automatically for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in the Order Form, the Subscription Fees applicable to the Customer's subscription to the Service for any such subsequent Subscription Term shall be Cryptosense's standard Subscription Fees for the Service Plan to which the Customer have subscribed as of the time such subsequent Subscription Term commences. The Customer acknowledges and agrees that, unless it terminates its Account in accordance Section 10., the Customer's credit card will be charged automatically for the applicable Subscription Fees.

10.2 Suspension and Termination by Cryptosense:

Suspension and Termination of Free Services: Cryptosense may suspend, limit, or terminate the Free Services for any reason at any time without notice.

Suspension for non-payment: Cryptosense will notify the Customer if Cryptosense do not receive payment towards the Subscription Fees within the due date for the Customer's Account. For payments made through credit cards, Cryptosense must receive payments due within a maximum of five (5) days from the date of Cryptosense's notice and for payments through other accepted methods, Cryptosense must receive payments within a maximum of fifteen (15) days from the date of Cryptosense's notice. If Cryptosense do not receive payment within the foregoing time period, in addition to Cryptosense's right to other remedies available under law, Cryptosense may:

- (i) charge an interest for late payment at 1.5% per month and/or;
- (ii) suspend the Customer's access to and use of the Service until Cryptosense receive the Customer's payment towards the Subscription Fees as specified herein and/or;
- (iii) terminate the Customer's Account in accordance with Section 10.

Suspension for cause:

Either party may terminate this Agreement for cause, as to any or all Services:

- (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or
- (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors.

Cryptosense may also terminate this Agreement for cause on thirty (30) days' notice if Cryptosense determines that the Customer is acting, or have acted, in a way that has or may negatively reflect on or affect Cryptosense, its prospects, or its customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

Suspension for prohibited acts: Cryptosense may suspend without notice the Customer's access to and use of its Account or the Service if the Customer is using the Service in a way that violates applicable laws or regulations or the terms of this Agreement.

10.3 Termination by the Customer:

The Customer is allowed to terminate its Account during its Subscription Term under the following condition: the Customer has to send an email requesting the termination of its account to info@cryptosense.com no later than five (5) days before the end of the Billing Period if the Billing Period is one (1) month and no later than two (2) months before the end of the Billing Period if the Billing Period is one (1) year. Otherwise, the request will not be taken into account and the Customer's Account will be renewed as detailed in Section 10.1.

10.4 Effect of Terminating the Customer's Account:

a. **Data Export:** Cryptosense strongly recommends that the Customer exports all its Data before it terminates its Account. In any event, following the termination of the Customer's Account either by the Customer or Cryptosense or if the Customer does not subscribe to a Service Plan on expiry of its free trial, the Customer's Data will be retained for a period of 14 days ("Data Retention Period") from such termination or expiry of free trial. Beyond this Data Retention Period, Cryptosense reserves the right to delete all the Customer's Data in the normal course of operation. The Customer's Data cannot be recovered once it is deleted.

Upon the expiration or termination of its Account, the Customer shall promptly cease use of, and promptly destroy, or return to Cryptosense all copies of the Cryptosense Tracer and Cryptosense Static Scanner, all files, Traces, Scans and other materials provided by Cryptosense under this Agreement, and all Confidential Information, as well as any materials that embody any such Confidential Information.

b. **Charges:** If the Customer terminates its Account prior to the end of its then-effective Subscription Term or Cryptosense effects such termination, in addition to other amounts the Customer may owe Cryptosense, the Customer must immediately pay any then unpaid Subscription Fees associated with the remainder of the then-effective Billing Period, unless waived by Cryptosense in writing. This amount will not be payable by the Customer in the event the Customer terminates its subscription to the Service or terminate its Account as a result of a material breach of this Agreement by Cryptosense, provided that the Customer provides advance notice of such breach to Cryptosense and affords Cryptosense not less than thirty (30) days to reasonably cure such breach.

11. Software Ownership

Cryptosense and/or its licensors shall retain all rights, title, and interests, including all intellectual property rights, in and to Cryptosense Analyzer, the Cryptosense Tracer and Cryptosense Static Scanner, the Trademark, the Service, the Traces, the Scans, and the Vulnerability Report, including any improvements, modifications, and enhancements thereto. With the exception of the rights expressly granted in this Agreement, no other rights are expressly granted or implied.

The Customer is not authorized to use the Cryptosense Service, the Traces, the Scans, or the Vulnerability Report, except under the limited rights granted in this Agreement.

The Customer shall use the Service in accordance with good practice and industry standards. The Customer guarantees that it is entitled to run the Service on the Project.

The Customer recognizes and acknowledges that it is prohibited from asserting any right of intellectual property, or any other private rights over all, or any part of the Service, the Cryptosense Tracer and Cryptosense Static Scanner, the Traces, the Scans, or the Vulnerability Report, or of Cryptosense's trademarks and/or logos.

12. Customer Indemnity

The Customer shall indemnify and hold harmless Cryptosense from and against any loss, expenses, damages, or liability arising from any claim, suit, action, or demand resulting from the Customer's breach of any terms of this Agreement.

In the event the Customer makes any unauthorized copies of the Cryptosense Tracer or Cryptosense Static Scanner, Cryptosense shall be entitled to receive the amount of the yearly license fee per copy, without prejudice to any other claims for damages and interest.

13. Confidentiality

Notwithstanding the foregoing, Cryptosense shall release from time to time publications describing new security bugs, without linking these to any specific Customer.

The Recipient agrees not to use Confidential Information, or disclose, distribute, or disseminate Confidential Information, except as allowed hereunder, or as otherwise expressly agreed in writing by the Discloser. The Recipient agrees to restrict access to such Confidential Information to those employees or consultants of the Recipient who are required to know such information for proper performance of their obligations as contemplated hereunder, and have agreed to be bound by a confidentiality obligation not less protective than that contained in this Agreement. The Recipient shall exercise the same degree of care to prevent unauthorized use, or disclosure of the Confidential Information to others as it takes to preserve and safeguard its own Confidential Information of like importance, but in no event less than reasonable care.

It is expressly understood by the Customer that the disclosure of Confidential Information by Cryptosense shall not be construed as granting the Customer any proprietary rights to Confidential Information.

The confidentiality obligations set forth in this Section shall not apply with respect to Discloser information that the Recipient can demonstrate:

- (a) was in the public domain at the time it was disclosed to the Recipient, or has fallen into the public domain through no act or omission of the Recipient;
- (b) was known to the Recipient, without restriction, at the time of disclosure as shown by the files of the Recipient in existence at the time of disclosure;
- (c) is disclosed by the Recipient with the prior written approval of the Discloser;
- (d) became known to the Recipient, without restriction, from a source other than the Discloser without breach of this Agreement by the Recipient.

The confidentiality obligations set forth in this Section shall not apply if the Recipient is compelled by a court, or other public authority, or applicable law to disclose any Confidential Information of Discloser.

Within 30 days following termination of this Agreement, the Customer shall

- (i) promptly return all tangible materials containing such Confidential Information to Cryptosense, and
- (ii) without limiting the foregoing, remove all Confidential Information from any of the Customer's (and its contractors' and distributors') servers and other assets. The Customer shall ensure that its affiliates, contractors, and employees strictly comply with the foregoing.

The entire confidentiality provision shall remain in force for the Subscription Term, and any and all renewals thereof, and for a period of five (5) years from the date of expiration, or termination of the Agreement.

14. Feedback

The Customer shall provide Cryptosense with details of any bug, defect, or failure in the Service promptly and without delay ("**Feedback**"). The Customer shall comply with any request from Cryptosense for information regarding bugs, defects, or failures, and shall furnish Cryptosense with information and screenshots. The Customer shall try to reproduce such bugs, defects, or failures at Cryptosense's request.

15. Liability

The Service (including the Cryptosense Tracer and Cryptosense Static Scanner) and the related Documentation provided by Cryptosense in accordance with the Agreement is provided "as is", without any guarantee of any kind.

16. Disclaimer

Use of the Service does not constitute a warranty that the Project tested is free from vulnerabilities and security bugs, or that it is compliant with the relevant security standards. Cryptosense does not warrant that the Service will operate without error, or interruption. Under no circumstances shall Cryptosense be liable for the accuracy, usefulness, or availability of the information conveyed through the Service. It is the Customer's responsibility to perform backups before using the Service.

17. Indemnification

17.1 Indemnification of the Customer

Cryptosense shall defend, at its own expense, any legal action brought against the Customer to the extent that it is based on a claim, or allegation that the Service infringes a third-party intellectual property right, and Cryptosense shall bear any costs and damages finally awarded against the Customer by a court of final appeal in any such action, or agreed to under a settlement signed by Cryptosense, that are attributable to any such claim, but shall not be responsible for any settlement entered into, or expense incurred without Cryptosense's consent. Such defense and payments are conditioned upon and subject to the following

conditions:

- (a) the Customer gives Cryptosense prompt written notice of any such claim;
- (b) the Customer tenders to Cryptosense sole control of the defense and settlement of the claim; and
- (c) the Customer cooperates with Cryptosense as necessary for the defense and settlement of the claim. Should the Service, or the Cryptosense Tracer or Cryptosense Static Scanner, or the operation thereof, become, or in Cryptosense's opinion be likely to become, the subject of any such claim, Cryptosense may, at Cryptosense's option and expense, procure for the Customer the right to continue using the Cryptosense Tracer and Cryptosense Static Scanner, replace or modify it so that it becomes non-infringing, or terminate the license of use granted hereunder and refund to the Customer the unused credits. Cryptosense shall have no liability for any claim to the extent that it:
 - (i) is based on any modification of the Cryptosense Tracer or Cryptosense Static Scanner other than by Cryptosense, with or without authorization;
 - (ii) results from failure of the Customer to use an updated version of the Cryptosense Tracer or Cryptosense Static Scanner; or
 - (iii) is based on the combination or use of the Cryptosense Tracer or Cryptosense Static Scanner, or the use of Traces or Scans with any other software, program, or device not provided by Cryptosense; or
 - (iv) results from use of the Cryptosense Tracer or Cryptosense Static Scanner by the Customer for any purpose other than performing the analysis of the Trace or Scan by Cryptosense Analyzer.

17.2 Indemnification by the Customer

The Customer will indemnify and hold Cryptosense harmless against any claim brought by a third party against Cryptosense, and its respective employees and directors arising from or related to use of the Service by the Customer in breach of this Agreement or matters which the Customer has expressly agreed to be responsible pursuant to this Agreement; provided that Cryptosense promptly notifies the Customer of the threat or notice of such a claim.

18. Limitation of Liability

Cryptosense's total liability arising out of or in connection with this Agreement shall not exceed the total Fee amount paid by the Customer for the Service performed, and shall be limited to foreseeable damage. Under no circumstances shall Cryptosense be liable for any indirect damages, for lost business opportunities, loss of earnings, costs incurred and/or loss of data.

19. Notices, consent to electronic communications

All notices to be provided by Cryptosense to the Customer under this Agreement may be delivered in writing

- (i) by nationally recognized overnight delivery service ("Courier") or post mail to the contact mailing address provided by the Customer on any while subscribing to the Service; or

(ii) electronic mail to the e-mail address provided for the Customer's Account.

Cryptosense's address for a notice to Cryptosense in writing by Mail is: Cryptosense, 40bis rue du 231 rue St Honoré, 75001 Paris, France, and by electronic mail is: info@cryptosense.com. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

20. Miscellaneous

Communications from Cryptosense. Apart from the communications specified in Cryptosense's Privacy Policy, Cryptosense may contact the Customer directly via e-mail to notify it if

- a. The Customer is in violation of this Agreement;
- b. A specific activity or purpose is prohibited with respect to the Service, so that the Customer immediately cease use of the Service for such prohibited activity or purpose; or
- c. The Customer maintains an exceptionally high number of Users or other excessive stress on the Service(s)

Jurisdiction. This Agreement is subject to French law. All disputes arising out of, or in connection with it, shall be brought exclusively before the competent courts within the jurisdiction of the Paris court of appeal.

Relationship between the Parties. The parties shall perform their respective obligations under this Agreement as independent contractors. This Agreement does not, and is not intended to, create any employment, agency, franchise, joint venture, legal partnership, or other similar legal relationship between Cryptosense and the Customer.

Transfer. This Agreement and the rights and obligations it contains shall not be transferred, or assigned by either party without the prior written consent of the other party, provided, however, that this Agreement may be freely transferred by Cryptosense

- (a) to a person or entity that acquires all of the assets, share capital, or business of the transferor, by sale, merger, or otherwise; and
- (b) to one of its subsidiaries or affiliates.

Force Majeure. Neither party shall be liable in respect of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of an event usually acknowledged to be an event of Force Majeure by French case law.

The party intending to claim an event of Force Majeure shall, without delay and by any means, give the other party notice of it, confirming such notice by registered letter, return receipt requested, within 48 hours, of such notice.

Waiver. The failure of either party to require performance by the other party of any provision

hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Insurance. Cryptosense and the Customer represent and warrant that they have obtained and shall maintain appropriate professional liability insurance coverage.

Entire Agreement. This is the entire Agreement between the parties relating to the subject-matter hereof.

Amendments to this Agreement will be posted to this URL and will be effective when posted. If we make any material changes we will notify you by email (sent to the e-mail address specified in your Account) or by means of a notice on this Website prior to the change becoming effective. You should frequently visit this Agreement to check for amendments. Your continued use of the Service following the posting of any amendment, modification, or change to this Agreement shall constitute your acceptance of the amendments to this Agreement. You can choose to discontinue use of the Service, if you do not accept the terms of this Agreement, or any modified version of this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the invalid or unenforceable provision shall be reformed to the extent necessary to make it valid and enforceable.

February 2018

License Models Cryptosense Analyzer

	SaaS			On-premise
	Standard	Premium	Premium Plus	
Crypto Rules & Stats				
Java, OpenSSL & PKCS#11 APIs				
Crypto library and vulnerability detection				
Crypto misuse detection				
Remediation advice for vulnerabilities				
List of crypto providers				
Creation of unlimited reports				
Rule breakdown by category				
Breakdown by operation				
Project-level crypto stats				
PDF or CSV export				
Max # of users per project	1	3	3	5
Cross-project reporting	-			
Support & Documentation				
Technical support by email				
Detailed technical FAQ				
Access to Cryptosense Knowledge Base				
Expert crypto support by email	-			
Plugins & Special features				
Creation of custom crypto profiles	-			
Tester & Analyst user profiles	-			
JSON export	-	-		
REST API	-	-		
Jenkins plugin	-	-		
Custom domain for web platform	-	-		n/a
LDAP/AD plugin	-	-	-	
Custom rule creation	-	-	-	option
White labelling	-	-	-	option

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