DerScanner®

IMPORTANT! Please read this terms and conditions before install, run or otherwise use software "DerScanner" ("the Software").

This End User License Agreement ("the Agreement") governs relations, arising between the Company and You, and specifies procedures and terms of using the Software by You. This Agreement is concluded in a fast-track procedure and represents a contract of adhesion. The terms and conditions of the Agreement are stated in an electronic form and are brought to Your information.

The Agreement enters into force when You start to use the Software or (if such option is provided by the Software) You agree with the terms and conditions of the Agreement by marking point "I agree with the End User License Agreement" or express your consent in the other way by using the Software interface. This Agreement in electronic form is deemed as concluded in a written upon getting your acceptance using the ways described above.

If the Software is accompanied with a separate license agreement with the Company or Partner, then it shall prevail in the event of conflict of this Agreement and such separate license agreement (regardless of it is concluded before or after this Agreement).

Start using the Software by any way is implied as Your complete and unreserved consent with the terms and conditions of the Agreement. You confirm that You have read this Agreement and understood its terms and conditions, and hereby You undertake to follow the terms and conditions of this Agreement. If You do not agree with the terms and conditions of this Agreement, please do not use the Software.

Intellectual property rights to the Software are protected by legislation and international treaties. Some parts of the Software may be protected by patent or know-how legislation. Violation of the Agreement and intellectual property rights to the Software may bring liability according to the applicable law.

1. DEFINITIONS

1.1. "Company" means DerSecur. Company is copyright holder to the Software "DerScanner".

1.2. "Software DerScanner" or "the Software" mean program for a software source code static analysis for detection of vulnerability of information security.

1.3. "You", "User" means any person or legal entity (organization) which acquired rights to use the Software for the internal use and not for resell or other commercial use.

1.4. "License" means limited rights provided You by the Company to install, run and use the Software functionality on the terms of non-exclusive license.

1.5. "Partner" means legal entity to whom the Company granted the rights to distribute the Software in resell purposes. If You have received the rights to use the Software via a Partner by concluding respective agreement, the terms and conditions of such agreement are also obligatory.

1.6. "Device" means computer or virtual machine which You exploit to use the Software.

2. SOFTWARE LICENSE

2.1. Hereby the Company grants You the rights to use the Software on the territory of worldwide (anywhere Microsoft's Azure service is available) for the duration of the exclusive rights by installation (reproduce and setup), running and using the Software functionality under the terms and conditions of this

Agreement. Foregoing rights are granted for one (1) Software instance at one (1) Device for one (1) User with the maximum available extent of authority in respect to the Software functionality. Different number of Users or their authority in respect to the Software functionality may be stated in separate license agreement with the Company or Partner.

2.2. If You have received the rights to use the Software by separate license agreement, some conditions (territory, term, etc.) are also governed by such agreement.

2.3. Using of the Software or its components in violation of this Agreement or the separate license agreement represents intellectual property rights violation, and may cause an unilateral termination of Your rights to use the Software and other liability measures by applicable law.

2.4. The Company reserves all the rights not expressly granted under this Agreement.

2.5. A Remuneration for using the Software is paid in accordance with the terms stated in separate license agreements.

3. WARRANTIES AND OBLIGATIONS

3.1. Company's warranties and obligations:

3.1.1. The Company warrants that it has all necessary rights to the Software (software components) and accompanying materials, documentation, images if any.

3.1.2. The Company cannot warrant and does not warrant results You can receive using the Software, and that the Software performance will meet Your requirements and expectations or will match functional level of analogous software or services developed and/or provided by third parties. The Company cannot warrant and does not warrant that results of using the Software are accurate, complete and useful.

3.1.3. The Company provides the Software on "AS IS" conditions and cannot provide and does not provide any warranties unless otherwise expressly set forth herein, including full and uninterrupted uptime and performance of the Software, its updates and/or new versions.

3.1.4. The Company does not provide any warranty regarding third parties' software used in the Software, including its satisfactory performance.

3.1.5. The Company cannot warrant and does not warrant that the Software does not carry any errors and the Software will function normally when used with other software. The Company cannot warrant and does not warrant that the Software will function normally when used on operating systems and devices not specified as compatible with the Software.

3.1.6. The Company does not warrant that the Software errors will be immediately corrected. Meanwhile, the Company will make its best commercial reasonable efforts for the errors detecting and correction, but this declaration is not the Company's obligation under this Agreement.

3.1.7. Software analysis is performed automatically and without human intervention. Analysis results are saved in report form, and source code is deleted from the Software immediately after analysis is finished (nevertheless reports can include small fractions of analyzed source code to illustrate identified vulnerabilities). The Company warrants that the source code is used only for analysis. The Company does not transfer the source code to any third party. The Company does not warrant the lack of false positives as a result of using automatic analysis technology for source code analysis, and the User is informed about that. The User agrees that analysis results will include some amount of false positive inevitably.

Meanwhile, the Company will make its best commercially reasonable efforts to detect and correct the Software bugs causing the false positives, but this declaration is not the Company's obligation under this Agreement.

3.1.8. The Company does not able to track and does not track what software the User analyzes using the Software. The Company is not obliged to verify User's authority to use such software, including but not limited to, for reverse engineering (decompilation) of software executable files. Responsibility for such actions lies entirely upon the User.

3.1.9. In case of source code for analysis is provided by link to online store (as described in paragraph 4.1.3), the Company does not warrant analysis if additional moves for software loading are required (registration, fee payment, etc.).

3.1.10. The Company does not warrant reports accessibility after term for using the Software is expired (if it specified in separate agreement with the Company or Partner).

3.1.11. In case the Software was obtained with the Software instance, the Company warrants quality and performance of such Software instance.

3.2. Company shall have the right to:

3.2.1. Terminate this Agreement at its own discretion in case the User violates the terms and conditions of this Agreement.

3.2.2. Send the User information and advertising messages by email with news about the Company's products and services, including after the User stops to use the Software.

3.3. The User's warranties and obligations:

3.3.1. The User undertakes to use the Software in accordance with this Agreement and solely for legitimate purposes.

3.3.2. The User undertakes not to commit itself, or give permission, or encourage third parties to:

3.3.2.1. Study, research or test the Software in purposes to reveal underlying ideas and principles of any software elements or components; disassemble, decompile (convert object code into source code), reverse engineer (including programs, data bases and other Software components) or by other way try to obtain the Software source code (as a whole and partly). If such actions are allowed by applicable law, then permitted use shall be limited by expressly stated cases and only to the extent permitted by applicable law. In the event the applicable law prohibits to limit such actions, any information obtained (i) shall not be used for any software creation if created software is substantially similar to the Software, or to perform any other actions that violate the Company's intellectual property rights, and (ii) shall not be disclosed to third parties unless such disclosing are permitted by applicable law, and (iii) shall be immediately provided to the Company. Any information obtained by the User in result of foregoing actions is confidential and belongs to the Company.

3.3.2.2. Modify, adapt (including the Software changes solely for its functioning on specific User's Devices or under the control of specific User's programs), make any changes in the Software object code or source code or Software databases, unless otherwise is expressly and explicitly permitted by the Company in the Documentation or separate agreement.

3.3.2.3. Fix errors in the Software and/or translate the Software without prior written consent of the Company.

3.3.2.4. Rent, lease, sublicense, transfer or assign rights granted to the User under this Agreement and any other rights related to the Software to any third party, or copy the Software or its parts to other Devices or virtual machines, unless otherwise is stated in separate agreement with the Company or Partner.

3.3.2.5. Distribute the Software in favor of third parties on paid or free basis.

3.3.2.6. Make the Software or its using available for third parties, which do not have the rights to use the Software.

3.3.2.7. Delete, alter, do unobtrusive any copyrights notices, trademarks or patent notices placed on the Software instance or in the Software.

3.3.2.8. Use the Software for service providing on paid or free basis.

3.3.2.9. Perform other actions not specified in this Agreement and/or other Agreement with the Company or the Company Partner, in respect of which the consent of the copyright holder is required.

4. SOURCE CODE PROVIDING

4.1. For the purpose of software analysis, its source code must be provided by one of the following ways:

4.1.1. Source code uploading into the Software or linking to a repository;

4.1.2. Executive file uploading into the Software;

4.1.3. Reference to software in online digital content store (e.g. AppStore®, Google Play™, etc.). In this case, the Software uploads software executive file from the relevant online store automatically.

4.2. In case executive file is uploaded for analysis, the Software decompiles it and restores source code after obfuscation.

4.3. In some cases, software analysis is performed with automatic binary analysis without reverse engineering (decompilation of binary code).

5. SOFTWARE TRIAL VERSION

5.1. Company may provide the User with the Software trial version. Such trial version may have limited term for use, incomplete feature set, provide limited results report, etc. The Software trial version is destined for Software tests and demonstration the Software functionality.

5.2. If the trial version provided on a tangible medium, such tangible medium may have mark "Shareware", "Software trial version", etc.

5.3. The Company does not charge for providing the Software trial version, unless otherwise stated in the separate agreement or appear from the Software trial version offering.

5.4. In some cases, the Company and the User may enter into separate agreement governing the terms and conditions of the Software trial version usage. In this case, such separate agreement shall prevail.

5.5. The warranties stated in paragraph 3.1 are also valid regarding to the Software trial versions.

5.6. The User's obligations and warranties stated in paragraph 3.3 are also valid to the Software trial versions.

6. LIABILITY OF THE PARTIES

6.1. Upon the violation of the terms and conditions of this Agreement, Parties shall be liable pursuant to the Agreement and applicable law.

6.2. The Company is not liable for damages, forced interruptions in business activity, data loss, third party claims or expenses, consequential or incidental damages and loss of profit and loss of savings, caused by or arising from the Software using or inability to use the Software, and for damages, caused by possible Software bugs, errors and misprints, or caused by third party claims regarding rights violation. In any case, the Company's liability is limited by Remuneration paid by the User or respective Partner for rights to use the Software.

6.3. The Company is not liable if analyzed software was used by User without rightsholders' permission. The User is entirely liable to the third parties for the legitimacy of the analysis and results publication. The User shall compensate the Company all damages caused by User's illegitimate actions at its own expense.

6.4. The User acknowledges and agrees that the Company is not liable for the User's decisions or actions based on the Software results.

6.5. Upon the violation of the terms and conditions of this Agreement or law the User shall compensate the Company all damages, including but not limited to, actual damages and loss of profit (e.g. attorney fees, counsel and experts' expenses).

6.6. Limitations of the liability under this section 6 are valid to the extent of applicable law.

7. INTELLECTUAL PROPERTY

7.1. The Company is sole Software copyright holder. Third parties cannot use the Software without Company's permission.

7.2. All the Company's trademarks are its intellectual property, and displayed in Software for Your information only. The Company does not grant You any rights to use the Company's trademarks, and nothing in this Agreement should be interpreted as granting You the rights to use the Company's trademarks.

7.3. The Company confirms that the Software can comprise Company's or third parties' trade secrets protected by applicable law (including know-how, objects of copyright, etc.).

7.4. The Company confirms that the Software comprises third parties' intellectual property, which can be classified as Open source objects (free software and/or software with open source code). The list of such intellectual property objects is always available.

7.5. The Company informs You that the Software can comprise a mention of third parties' trademarks. The list of such trademarks is always available on this website. All mentioned trademarks are intellectual property of the respective owners, and placed in the Software for Your information only. Nothing in this Agreement can be interpreted as granting You the rights to use such trademarks or permission to take other actions regarding to such trademarks. The lack of the mention of any other trademarks in the list does not prevent applying this paragraph to such trademarks.

8. TERMINATION OF THE AGREEMENT

8.1. Unless otherwise is stated in the separate agreement, this Agreement is valid for the entire Software exclusivity period or until termination of this Agreement.

8.2. The User can terminate this Agreement by stopping the use of the Software and deinstalling the Software from all Devices (as well as backups).

8.3. Upon the Company's choice, in case the User violates any terms or conditions of this Agreement, the Company can terminate this Agreement by giving notice (by email or hard copy) or (if applicable and technically feasible) block the User's login and password with giving notice about the reasons.

9. GOVERNING LAW AND DISPUTE RESOLVING

9.1. This Agreement is governed and construed by UAE law.

9.2. For dispute resolving regarding the Software using, the following procedure is required:

9.2.1. If the User believes its rights and interests are violated, the User shall send the Company a claim in written to the email company@dersecur.com.

9.2.2. Within thirty (30) working days from the claim receipt, the Company shall (i) request additional information regarding to the claim or (ii) give answer to the claim. The Company sends the request or response to the User's email or other email address appointed by User.

9.2.3. The Company will not consider anonymous claims or claims without enough information to identify the User.

9.2.4. In case the dispute is not resolved, it shall be referred to the court for settlement at the location of the Company.

9.3. In case the Company has been filed a claim by third parties in connection with the use of the Software by the User, the User shall compensate for any expenses of the Company (including legal costs, remuneration to consultants, representatives, lawyers and auditors).

10. MISCELLANEOUS

10.1. Nothing contained in this Agreement shall create or be deemed to create an employment, agency, joint venture or partnership relationship or other not mentioned in this Agreement relationships between the User and the Company. The Parties agree that this Agreement is a license agreement inherently and is intended to grant the rights to use intellectual property under certain conditions. The using words 'sale', 'buy' and other similar phrases in this Agreement or elsewhere (presentations, advertisement, etc.) does not mean the Company's will or intention to change the nature of this Agreement.

10.2. Should individual articles of this Agreement become invalid by court order, the validity of the remaining articles is not affected.

10.3. Hereby You voluntarily agree

(a) to provide Your personal data and/or personal data of Your employees in case it's needed for start using the Software. Hereby You express your consent for processing Your personal data and/or Your employees' personal data (including but not limited to, collection, recording, systematization, accumulation, storage, clarification, updating, modifying, extracting, transferring (distribution, provision, access, cross-border transfer), depersonalization, blocking, deletion, destruction, use and other methods of

processing of personal data) by the Company or the Company's affiliates in accordance with applicable law and under condition of keeping confidentiality and providing protection pursuant to applicable law. You also warrant (i) You have received the Your employees' personal data in compliance with applicable law and (ii) the personal data providing does not violate the rights of the persons concerned. Any personal data (i) will be kept and used solely by the Company and/or the Company's affiliates and (ii) will not be provided to third parties unless otherwise is stated by applicable law. Any personal data will be processed solely with the purpose to fulfill the Company's obligations under this Agreement or other agreements. If You provide, inter alia, the information about a legal entity, You confirm that You have enough authority to do so. You also confirm that provided information is complete and accurate.

(b) to receive advertising messages about products and services of the Company over telecommunication networks, including after termination the use of the Software.

11.4. Company's contact information

Email: company@dersecur.com