



DARKSIDE TERMS OF USE

These terms (the “Terms of Use” or “ToU”) govern the use of Darkside (the “Service”) offered by District 4 Labs, LLC (“District 4”) via our API integration with Falkor Vision Ltd’s system (“Falkor”), by Falkor’s clients (“End Users”). By Accepting these Terms of Use (either by confirming them or by using the Service), You agree to be bound by these Terms of Use as of the date of the first such use (the “Effective Date”). If You are accepting these ToU on behalf of a company, organization, or another legal entity (an “Entity”), You are agreeing to these ToU for that Entity and representing to District 4 that You have the authority to bind such Entity and its affiliates to these ToU, in which case the terms “you” or “yours” or other similar terms herein shall refer to such Entity and its affiliates. If You do not have such authority, or if You do not agree with these ToU, You must not use or authorize any use of or access to the Service.

1. Definitions.

- a. “Credentials” means any user accounts, passwords and other authentication credentials associated with use of the Service by End Users.
- b. “End User Facilities” covers Credentials and any account, hardware, system or other facility within End User’s custody or control.
- c. “Sub-Users” mean any: (i) employees of End User; (ii) vetted contractors or part-time staff of End User who access the District 4 Service via Falkor. Any reference to “End Users” herein includes Sub-Users, *mutatis mutandis* unless the context implies otherwise.
- d. “Emergency Security Issue” means any: (i) use of the Service by End Users in violation of the terms and conditions of this ToU that disrupts or is reasonably likely to disrupt the availability of the Service to other users; or (ii) access to the Service by any unauthorized third party through use of any End User Facilities.
- e. “Intellectual Property” means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs.
- f. “Service” means District 4’s proprietary database of compromised credentials, breached data, and stealer logs, Darkside.
- g. “Term” means the period during which End Users are able to access the Service via our API integration with Falkor’s system.

2. Rights And Restrictions.

- a. Rights. During the Term and subject to End User’s compliance in all material respects with this ToU, District 4 hereby grants End User a limited, non-exclusive, non-sublicensable right to access and use the Service only in the form made available by District 4 and only as necessary for End Users to investigate persons of interest for a permissible commercial or law enforcement use. District 4 provides the Service through our integration with Falkor’s system, which is carried out via relies on an application programming interface that allows End Users to access the Service (“API”).
- b. Restrictions. Except as expressly permitted under this ToU, End Users shall not themselves, nor shall they permit any other party to: (i) reproduce, modify, translate, adapt or create derivative works based upon the Service; (ii) reverse engineer, decode, decompile, disassemble or otherwise

attempt to access or derive the source code or architectural framework of the Service; (iii) access the Service for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service; (iv) rent, lease, lend, sell or sublicense the Service or otherwise provide access to the Service to any third party who is not a Sub-User or End User or as part of a service bureau or similar fee-for-service purpose; or (v) use the Service in any way that does not comply with applicable laws and regulations.

- c. Changes. End Users acknowledge that District 4 may improve, modify, add or remove functions or features to or from the Service from time to time, with or without notice to the End User.

3. **End User Responsibilities.**

- a. End Users shall be solely responsible for protecting the confidentiality of Credentials. In the event that the End User becomes aware of any unauthorized access to or use of the Service through use of End User Facilities, End Users shall immediately give written notice to District 4 and/or Falkor of such unauthorized use and make reasonable efforts to eliminate it. End Users shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to the Service through End User Facilities.
- b. Policies. In addition to the terms and conditions of this ToU, access to and use of the Service shall comply with and be subject to any terms of service, acceptable use policy, privacy policy, end user license ToU and other guidelines instituted by District 4 or its licensors or service providers and provided to the End Users by District 4 (collectively, "Policies").

4. **Intellectual Property.**

- a. All information, data, and other materials accessible through the Service ("Data") are the sole responsibility of the party from whom such materials originated. End Users acknowledge and agree that: (i) the Service may provide access to or rely on Data from third parties, and such third parties, and not District 4, are entirely responsible for such Data; (ii) End Users and not District 4 are entirely responsible for all Data that End Users submit, upload, email, transmit or otherwise make available through the Service ("Customer Data"); and (iii) End Users are solely responsible for giving all required notices and obtaining all necessary consents (including all required permissions from Intellectual Property holders) before submitting Customer Data through or to the Service. End Users shall not submit, upload, email, transmit or otherwise make available through the Service any Data not owned or managed by the End Users.
- b. District 4 Ownership. End Users acknowledge and agree that, as between District 4 and an End User, District 4 owns all right, title and interest (including all Intellectual Property) in and to Service, including the API.
- c. End User Ownership. District 4 acknowledges and agrees that, as between the End User and District 4, the End User owns all right, title and interest (including all Intellectual Property) in and to Customer Data. End Users hereby grant District 4 and its service providers a worldwide, royalty-free, non-exclusive license to use, process, transmit and reproduce Customer Data solely for the purpose of providing the Service, and only to extent necessary for District 4 to provide the Service to End Users.
- d. Each of the parties reserves all rights not expressly granted under this ToU.

5. **Term, Suspension And Termination.**

- a. Term. The term for this ToU shall commence on the Effective Date and end on the earlier date of: (i) the expiration or termination of End User's license to use Falkor's system; or (ii) termination of this ToU under this Section 5.

- b. Suspension. District 4 reserves the right to suspend End Users' access to the Service in the following scenarios: (i) in the event that Falkor fails to fulfill its payment obligations towards District 4 for thirty (30) days; (ii) in the event of an Emergency Security Issue; (iii) if End User's usage of the Service exceeds any limits set forth in its applicable license; or (iv) if an End User violates a Policy. District 4 will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the issue.
- c. Termination. Notwithstanding anything to the contrary, this ToU may be terminated as follows: (i) by the non-breaching party upon a material breach of this ToU by the other party, which breach is not cured within thirty (30) days after receipt of written notice from the non-breaching party; or (ii) by either party in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business; or (iv) by District 4 if an End User fails to remedy a suspension event pursuant to Section 5(b) within fifteen (15) days.
- d. Events Upon Termination. Upon termination of this ToU for any reason: (i) all rights granted by the parties under this ToU shall immediately terminate; (ii) End Users shall immediately cease all use of the Service; and (iii) each party shall immediately cease all use of the other party's Confidential Information and return or destroy all copies of such Confidential Information that are within its custody or control.
- e. Survival. Any provision that, by its terms, is intended to survive the expiration or termination of this ToU shall survive such expiration or termination, including Sections: 2(b), 4, 5(c), 5(d), 6, 7, 8, 9, 10, and 13.

6. **Representations And Warranties.**

District 4 and End User each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this ToU; (b) the execution and performance of this ToU have been authorized by all necessary corporate or institutional action; (c) entry into and performance of this ToU will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of such party; (d) no action by any governmental organization is necessary to make this ToU valid and binding upon such party; and (e) it possesses all governmental licenses and approvals necessary to perform its obligations under this ToU.

7. **Indemnification.**

- a. District 4 Indemnification. District 4 agrees that End Users shall have no liability and District 4 shall indemnify, defend and hold the End User harmless against any loss, damage, cost, liability and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or paid in settlement to the extent arising from any action or claim of a third party (collectively, "Losses") asserting that End User's use of the Service infringes the Intellectual Property of such third party; provided, however, that District 4 shall have no obligation to indemnify the End User from any Losses to the extent they arise from: (i) use of the Service in any manner that does not comply in all material respects with this ToU or any Policies or applicable laws or regulations; (ii) use of the Service in combination with any hardware or software not provided or approved by District 4; (iii) modifications to the Service not made or authorized by District 4; or (iv) any Customer Data (Sections 7(a)(i) through 7(a)(iv), collectively, "End User Acts"). In the event that any part of the Service becomes the subject of a Loss or District 4 reasonably determines that any part of the Service is likely to become the subject of a Loss, District 4 may, at its sole discretion: (1) procure for End User a license as necessary for End User to exercise the rights granted by District 4 under this ToU; (2) modify or replace the Service to avoid infringement, provided, however, that the Service as modified or replaced retains materially the same or better features and functionality; or (3) terminate this ToU.
- b. End User Indemnification. End User agrees that District 4 shall have no liability and End User shall indemnify, defend and hold District 4 harmless against any Loss to the extent arising from:

(i) End User Acts; (ii) any dispute between End User and its Sub-Users; and (iii) any violation of applicable laws or regulations by End Users.

- c. Procedure. The indemnified party shall: (i) give the indemnifying party prompt written notice of any Loss or threat of Loss; provided, however, that failure of the indemnified party to give such prompt written notice shall not relieve the indemnifying party of any obligation to indemnify pursuant to this Section 7, except to the extent the indemnifying party has been prejudiced thereby; (ii) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any Loss or threat of Loss; and (iii) give the indemnifying party sole and complete control over the defense or settlement of any Loss or threat of Loss; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation, liability, or fault.

8. Confidential Information.

- a. Definition. "Confidential Information" means information identified in good faith by either party as being confidential or proprietary, or information that, under the circumstances, should reasonably be understood to be confidential or proprietary. Confidential Information shall include, but not be limited to, Customer Data, the source code and architectural framework of the Service, API specifications, and files, information relating to future releases of the Service, and business plans provided by either party.
- b. Non-Disclosure. Each party agrees that it will use the Confidential Information provided by the other party only as necessary to exercise its rights and discharge its obligations under this ToU and for no other purpose without the prior written consent of the disclosing party. Neither party shall disclose to a third party Confidential Information of the other party. To maintain in confidence the Confidential Information of the disclosing party, the receiving party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care. The foregoing obligations shall not apply to any Confidential Information that: (i) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (ii) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (iii) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information; (iv) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (v) is required to be disclosed by law; provided, however, that the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure.

9. Disclaimer Of Warranties.

ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS TOU ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 6), EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE PRODUCTS AND SERVICES PROVIDED UNDER THIS TOU, OR THAT USE OF SUCH PRODUCTS AND SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET END USERS' REQUIREMENTS.

10. Limitation Of Liability.

OTHER THAN WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 OR BREACH OF SECTION 2(b) OR 8: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL

DAMAGES, OR LOST PROFITS OR COST OF COVER, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF OR INABILITY TO USE THE SERVICE PROVIDED UNDER THIS TOU, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE SERVICE OR ITS DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (B) IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS TOU EXCEED THE AMOUNT OF FEES RECEIVED BY DISTRICT 4 FROM FALKOR UNDER THIS TOU IN THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENTS GIVING RISE TO LIABILITY AROSE.

11. **Sanctions & Watchlists**

- a. Each party represents that it is not named on any United States government list of persons or entities restricted from doing business with any United States company. End Users shall not directly or indirectly access or use the Service in violation of any United States or other national and/or international export embargo, prohibition, or restriction.

12. **Miscellaneous.**

- a. Independent Contractors. The relationship between District 4 and End Users established by this ToU is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.
- b. Notice. All notices, demands, and other communications under this ToU must be in writing and will be considered given upon the first business day after sending by email. Notices to District 4 should be sent to info@district4labs.com. Billing notices and notices relating to this ToU will be sent to the contacts designated by Falkor.
- c. Assignment. End Users may not assign this ToU, or sublicense, or delegate any right or obligation hereunder, by operation of law or otherwise without the prior written consent of District 4 which will not be unreasonably withheld. This ToU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d. Amendment. This ToU may be amended by District 4, and any such revision shall be effective immediately upon Falkor's notice thereof to the End User. Your use of the Service after such notice was provided by Falkor shall be deemed to constitute acceptance by You of such modifications, additions or deletions in this ToU.
- e. Severability. If any provision of this ToU shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this ToU.
- f. Dispute Resolution; Governing Law. The parties shall use good faith, reasonable efforts to resolve any dispute before initiating legal action. The laws of the State of Delaware, excluding choice of law principles, govern this ToU.
- g. Jurisdiction. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this ToU (collectively, an "Action") shall be brought only in a court of competent jurisdiction in Wilmington, Delaware. Each Party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue or any similar grounds with respect to any Action.