

# Vulcan Cyber: Vulcan Free and Vulcan Enterprise Trial Terms of Use

IMPORTANT: BY USING THE SERVICES (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT USE THE SERVICES.

## 1. Acceptance of Terms

The following instrument consists of the terms and conditions governing your ("you" or "user") access to and use of Vulcan Cyber Ltd.'s ("Vulcan" or "We") proprietary Cyber Hygiene Remediation Orchestration Platform and the content, features and services therein (collectively, the "Services"). These Terms of Use together with the Vulcan Privacy Policy available at <https://vulcan.io/privacy-policy/> ("Terms") constitute a binding agreement between you and Vulcan, and by continuing to use the Services (in whole or in part) in any way or manner you agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Services and cease making any use of the Services.

We may unilaterally change or add to the terms of these Terms at any time. In the event of a material change. We shall notify you via email or by means of a prominent notice on the Services. You should check our Services periodically and review changes to the Terms at the following URL: <https://vulcan.io/pricing/>. By continuing to use the Services following such modifications, you agree to be bound by such modifications.

These Terms have 3 sections:

- Section I applies if, according to your registration form, you are accessing or using the Services free of charge.
- Section II applies if, according to your registration form, you have been granted a license to access and use the Services free of charge for a thirty (30) days trial period for evaluation purposes only.
- Section III applies to all grants of license.

## **SECTION I**

### 2. Vulcan Free License

Subject to the terms and conditions set forth herein, Vulcan hereby grants to you, and you accept, a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and make use of the Services, in accordance with the terms of these Terms and with the terms set forth at [vulcan.io/pricing which may be updated from time to time](https://vulcan.io/pricing-which-may-be-updated-from-time-to-time). The license may be terminated by Vulcan at any time.

## **SECTION II**

### **3. Vulcan Enterprise Trial License**

Subject to the terms and conditions set forth herein, and solely during thirty (30) days following Vulcan's approval in writing of your trial request and your receipt of a link to your trial instance with login credentials. Vulcan hereby grants to you, and you accept, a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and make non-commercial use of the Services, for evaluation purposes only, in accordance with the terms of these Terms. The license may be terminated by Vulcan at any time.

## **SECTION III**

### **4. Limitations on Use**

You undertake to use the Services solely for personal non-commercial purposes. Except as specifically permitted herein, you agree not to: (i) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Services or any part thereof, or otherwise permit any third party to do any of the foregoing; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance or create any derivative works or otherwise merge or utilize all or any part of the Services with or into any third party materials or components or attempt to access or discover the Services' source code; (iii) place the Services onto a server so that it is accessible via a public network or use the Services for timesharing or service bureau purposes; (iv) ship, transfer, or export the Services or any component thereof or use the Services in any manner, prohibited by law, including without limitation to, sell, distribute, export or download Services: (a) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Lebanon or Syria, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. or Israeli government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval, or (d) otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or Israel or any foreign agency or authority; (v) contest Vulcan's Intellectual Property Rights to the Vulcan IPR; (vi) perform any act or be responsible to any omission that is illegal or in Vulcan's discretion jeopardizes, destabilizes, interrupts or encumbers the Services or their server and/or has a detrimental impact on Vulcan and/or Vulcan IPR; (vii) transmit or upload any spam, viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (viii) access any Services and/or their servers through or use with the Services any unauthorized means, services or tools, including, without limitation, any data mining, robots, or similar automated means or data gathering and extraction tools, including, without limitation, in order to extract for re-utilization of any parts of the Services; (ix) use the Services for any purpose other than as permitted by these Terms; (x) utilize the Services including without limitation any related point of presence, servers and network, in any way which will result in the

violation or circumvention of any applicable laws or regulations including, without limitation, those enforcing censorship, privacy, government authority restrictions or other; (xi) directly or indirectly conduct any penetration testing (including to user's systems, network and/or servers) through or using the Services and/or their respective connectivity or network; (xii) remove or otherwise alter any of Vulcan's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Services; (xiii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Services; or (ix) cause or permit any third party to do any of the foregoing.

You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services, including without limitation paying all fees and other costs related to internet access.

## **5. Ownership of Proprietary Rights**

The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application design, any information, logos, trade-names and brands, services, texts, files, images, sound, videos, organization, structure, specifications, Feedback (defined below), "look and feel" and features and any enhancements, improvements and derivatives thereof and all Intellectual Property Rights related thereto ("Vulcan IPR") are the property of Vulcan and/or its licensors who retain all right, title and interest in connection therewith.

No transfer or grant of any rights by Vulcan is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to the Vulcan IPR or otherwise, except for the limited licenses set forth in Sections 2 and 3 above.

You agree that any feedback or ideas you provide to Vulcan regarding the Services, their use or any suggested improvements, enhancements or derivatives thereto ("Feedback") will be the exclusive property of Vulcan and shall be deemed as Vulcan IPR and confidential information. You shall not disclose or publish such Feedback or otherwise make any such information publicly available. To the extent all right, title and interest in and to all Intellectual Property Rights in the Feedback are not owned in their entirety by Vulcan upon creation, user hereby irrevocably assigns all rights therein to Vulcan and waives any and all rights therein including without limitation moral rights and/or rights to receive compensation and/or royalties.

"Intellectual Property Rights" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

## **6. Your Use**

- 6.1** Your Content. You shall have sole responsibility and liability for Your Content (defined in Section 6.3 below) and for your use of the Services (collectively, together with Your Content, shall be hereby defined as "Your Use"). Vulcan shall not be liable or responsible for Your Use or any parts thereof and shall be entitled, under its sole discretion, to remove or edit any of Your Use at Vulcan's sole discretion and without notice or explanation. Vulcan does not provide back-up or archive services, you are solely responsible for maintaining adequate backups of Your Use. You hereby grant Vulcan a worldwide, irrevocable, perpetual, royalty-free license to use, host, store, display, reproduce, modify, adapt, edit, publish, and distribute Your Content and fully exploit Your Content for the provision, maintenance and improvement of the Services.
- 6.2** Representations and Warranties. You represent and warrant to Vulcan that Your Use: (i) complies with and will comply with all applicable laws, rules and regulations, the Terms and will not infringe the rights of any third party, including without limitation any Intellectual Property Rights and the right to privacy, (ii) does not contain any threatening, offensive, racist, hateful, threatening, violent, sexually explicit, obscene, libelous, defamatory or otherwise inappropriate or any commercial content, (iii) is free from any restrictions, third party rights, payment obligations and/or royalties (including without limitation to any collecting societies).
- 6.3** "Your Content" shall mean any and all content that you provide, upload, send or refer to through the Services.

## **7. Your Account**

You are solely responsible for any actions performed in the Services under your credentials. Keeping your credentials safe is your sole responsibility. If you have any reasons to suspect that your credentials were discovered by any third party or that there was an unauthorized access to your account you will immediately notify Vulcan and modify your login information. The Services are intended for use by users at least eighteen (18) years old. You hereby declare that you are eighteen (18) years old or older and undertake to monitor your account to ensure that no minor under that age has access to the Services.

## **8. User Warranties and Representations**

You represent and warrant to Vulcan that: (a) you have, and will have at all times, all rights, licenses and consents required for your use of the Services, including without limitation in respect of the provision of and license to Your Content provided to Vulcan herein; (b) you and Your Use will comply with all applicable laws, rules and regulations; and (c) you are not located in or a national or resident of any of the countries or entities referred to in Section 4(iv) above and/or any country or entity that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and are not listed on any U.S. Government list of prohibited or

restricted parties.

## **9. Privacy**

The Services generally do not require Vulcan to process, access or use any personally identifiable information or other data protected under applicable privacy laws ("PII"). Therefore, you hereby represent and warrant that: (i) you will not transfer or otherwise make available to Vulcan any PII other than your users' contact information; (ii) you comply with all applicable privacy and data protection laws, rules and regulations; and (iii) you have obtained all applicable permits, authorizations and/or consents from the users in your organization as to allow the processing by Vulcan of such users contact information in accordance with Vulcan's privacy policy, the most updated copy of which can be found at: <https://vulcan.io/privacy-policy/> ("Privacy Policy").

## **10. Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES AND/OR THE VULCAN IPR SHALL BE AT YOUR OWN RISK. THE SERVICES, INCLUDING WITHOUT LIMITATION VULCAN IPR ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VULCAN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

VULCAN DOES NOT WARRANT THAT THE VULCAN IPR AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS/BUGS ARE REPRODUCIBLE OR THAT ERRORS/BUGS ARE REPAIRABLE OR THAT THESE SERVICES OR THE SERVER(S) THAT MAKES THESE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

VULCAN DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE VULCAN IPR OR SERVICES INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, USEFULNESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE SERVICES AND/OR ANY OF THE VULCAN IPR AND FOR VERIFYING ANY OUTPUT RESULTING FROM USE OF THE SERVICES AND/OR THE VULCAN IPR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **11. Limitation of Liability**

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL VULCAN AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS (COLLECTIVELY, "AFFILIATE") BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND

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LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, LOSS OF DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE SERVICES, OR RELIANCE ON ANY OF THE SERVICES OR VULCAN IPR OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY VULCAN. IN NO EVENT SHALL VULCAN AND ITS AFFILIATE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, VULCAN IPR AND/OR THE SERVICES, VULCAN AND ITS AFFILIATE'S AGGREGATE LIABILITY SHALL NOT EXCEED \$100 US DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **12. Indemnification**

You agree to defend, indemnify and hold Vulcan and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates, employees, licensors and suppliers harmless against any losses, expenses, costs, claims, damages (including attorneys' fees, expert fees' and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) any use of your account and/or Your Use; (ii) any third party claim in respect of Your Use; or (iii) any breach of these Terms.

## **13. Third Party Components**

The Services may use or include third party software, files and components that are subject to open source and third party license terms ("Third Party Components"). Your right to use such Third Party Components as part of, or in connection with the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Components contained therein or related thereto, as set forth in Vulcan's user manual. If there is a conflict between the licensing terms of such Third Party Components and these Terms, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. You hereby agree to such terms associated with the Third Party Components.

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## **14. Termination**

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Services and/or Vulcan IPR immediately (including without limitations the licenses set forth in Sections 2 and 3 above), at our sole discretion without notice. Upon termination you shall immediately cease using the Services and the following Sections shall survive: 1,4-5, 8-15.

## **15. General**

(i) These Terms shall be governed by and construed in accordance with the laws of Israel, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of Tel- Aviv. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded; (ii) if any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms; (iii) You acknowledge and agree that Vulcan has the right, at any time and for any reason, to redesign or modify the Vulcan IPR and other elements or features of the Services or any part thereof; (iv) these Terms are the entire agreement between you and Vulcan regarding the subject matter herein; (v) Vulcan may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of Vulcan. Any unauthorized assignment will be void and of no force or effect; (vi) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Vulcan any rights, remedies or other benefits under or by reason of these Terms; (vii) Vulcan's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Vulcan as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (viii) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (x) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an e-mail to:

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[sales@vulcan.io](mailto:sales@vulcan.io).

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