

JOE SANDBOX CLOUD BASIC ONLINE SERVICE TERMS AND CONDITIONS OF USE 3.2

1. SCOPE OF APPLICATION

Joe Sandbox Cloud Basic is a fully automated malware analysis service (“**Service**”) offered by Joe Security GmbH (“**Joe Security**”). Customers of Joe Security (“**Customer**”) may, upon agreeing to these Joe Sandbox Cloud Basic Online Service Terms and Conditions of Use (“**Terms**”), submit certain Samples (as defined in Section 2 below) to Joe Security for analysis by the Service. Agreement to these Terms is assumed to occur at the latest upon the first submission of a Sample (as defined in Section 2 below) by Customer to the Service. These Terms apply to any use of the Service and form an integral part of any contract between Joe Security and its Customers for the Service.

2. SERVICE

For the purposes of these Terms and for the purposes of the Service, “**Malware**” is defined to mean any malicious software of any kind including, without limitation, trojans, viruses, rootkits and other malicious code. Customer may submit a copy of its sample file, document, URL or email suspected to contain Malware (“**Sample**”) to Joe Security for analysis using the methods of submission as specified by Joe Security from time to time. The Service will take place on dates and times determined by Joe Security. Joe Security does not warrant that it will commence or complete the Service within any particular time frame. Customer acknowledges and agrees that analysis results and corresponding data including, without limitation, screenshots, network data, binary and memory strings, created files, disassembly, class and function names, MD5 and other hash sums (collectively, “**Analysis Data**”) as well as the respective Reports (as defined in Section 4 below) and Samples get published by the Service in each case and are, therefore, accessible by the public. The Customer agrees to use the Service for evaluation purposes only.

3. CUSTOMER WARRANTY

Customer warrants by submitting a Sample to Joe Security for analysis, to have the necessary rights to submit such Sample to Joe Security and not to breach the rights (including, without limitation, any intellectual property rights) of any third party. Customer also warrants by submitting a Sample to Joe Security for analysis to have the necessary rights (including, without limitation, any intellectual property rights) to publish such Sample and the corresponding analysis data. Customer further warrants (i) to use the Service in accordance with all applicable laws and regulations and not to use the Service for any unlawful purpose, (ii) not to develop and/or test offensive malware or evasive technologies to bypass malware detection included in the Service, and (iii) not to reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure of the Service or any copyrighted or protected software.

4. USE OF REPORTS AND SAMPLES

Upon analyzing the Sample, reports as well as threat intelligence, additional results and raw data (collectively, “**Report**”) will be generated and provided to Customer by Joe Security in the manner

determined by Joe Security from time to time. All content contained in the Report is the copyrighted work of Joe Security.

Customer is permitted to reprint the whole or part of the Report, provided that the reprint:

- (a) clearly and prominently states that the content was created by Joe Security;
- (b) contains a link to <http://www.joesecurity.org>

Joe Security may use and commercially exploit the Samples and the information contained in the Analysis Data and Reports including but not limited to: share, publish, trade, sell, license, modify, reproduce, host, store, create derivative works, distribute, provide access for other organisations. Accordingly, when submitting a Sample to the Service, Customer shall grant to Joe Security a royalty free, irrevocable, worldwide and transferable license to use and commercially exploit all content contained in such Sample as further specified in the previous sentence.

5. CUSTOMER ACCOUNT

Customer shall ensure that the security and confidentiality of the username and password for Customer's account is maintained. Customer shall be responsible for all activities that occur under Customer's account.

6. CUSTOMER INDEMNITY

Customer agrees to indemnify Joe Security and its third party licensors and to keep Joe Security and its third party licensors harmless of any loss, cost, expense or damage (including full legal costs) which Joe Security and its third party licensors suffer or incur as a direct or indirect result of:

- (a) any breach of these Terms by Customer; or
- (b) any action, claim, proceeding or demand instituted or made against Joe Security by a third party claiming that Joe Security's analysis or the corresponding Analysis Data or Reports, and/or Joe Security's use of the Sample infringe any rights of any third party.

7. CONFIDENTIALITY AND DATA PROTECTION

Customer may only submit Samples to the Service that Customer wishes to publicly share.

In no event shall Customer submit any Sample to the Service that contains confidential information and/or personal data without lawful permission.

Customer shall be responsible for any conflict arising out of Customer's submission of confidential information and/or personal data involved in the respective Sample.

8. INTELLECTUAL PROPERTY RIGHTS

For the purposes of these Terms, the term "intellectual property rights" will mean all intellectual property rights of any kind whatsoever throughout the world, whether existing now or in the future,

including, without limitation, all rights in copyright, trademarks, patents and designs (whether or not such rights are registered or not).

Customer acknowledges and agrees that the intellectual property rights and all rights in any test results, Reports or other materials generated by Joe Security under or in connection with these Terms will be owned by Joe Security and/or its third party licensors. Customer agrees not to have any claim or ownership over such intellectual property rights.

9. REPRODUCTION, MODIFICATION AND ABUSE OF SERVICE

Except as expressly set forth in these Terms, Customer must not do any of the following:

- (a) Use, reproduce, modify or prepare derivative works of the Service or any portion of the Service; and/or
- (b) Transfer, encumber, sublicense, disclose, rent, lease, offer for timesharing or distribute the Service or any portion of the Service; and/or
- (c) Generate testing or evaluation results of the Service to be included or used in academic, conferences or media papers, thesis or other research work; and/or
- (d) Submit Samples which are related to pornographic, obscene, nude, graphically violent, and other inappropriate or illegal content; and/or
- (e) Bypass limitations contained in the subscription purchased by Customer; and/or
- (f) Attack or otherwise attempt to disrupt the Service or a server used for the provision of the Service; and/or
- (g) Attempt to obtain passwords or other non-public information from any other user of the Service and/or collect such information regarding any other user of the Service; and/or
- (h) Create a false identity or impersonate any person.

In addition, Customer will not do any of the following with regard to the Service or any portion of the Service: reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure underlying any of the Service, except to the extent that Customer is permitted to do so by compelling applicable law despite the foregoing restriction.

Without limiting the generality of the foregoing, Customer must not do any of the following while using the option *Live Interaction & Results*: download large files (> 1 GB); install P2P or crypto mining software; install large software suites (> 1 GB); send junk emails, SPAM emails, commercial or promotional emails, emails containing Malware and/or emails that infringe the rights of a third party or in any way are in breach of applicable law. Further, Customer must not use the option *Live Interaction & Results* for any other purpose than the execution of Samples and the simulation of user behavior (e.g., click on security dialogs, activate macros, etc.) to the extent required for Malware analysis.

10. LIMITATION OF LIABILITY

Customer hereby acknowledges that the analysis and Report generated by the Service cannot be guaranteed to be error free or free of any defects. In particular, without limitation, Joe Security does not guarantee that Service will detect and/or report all Malware or correctly detect or report any threat contained in any Sample submitted by Customer. Customer agrees that Customer will use its independent judgment in its analysis of the contents of any Report and will not rely on the results of any Report for any purpose. Customer makes use of the contents of any Report at its own risk.

In the event any terms, conditions, representations or warranties are included by law into the terms and conditions of these Terms (“**Mandatory Terms**”), which cannot be lawfully excluded, such Mandatory Terms will apply, save that Joe Security’s liability for breach of any such Mandatory Terms will be limited, to the extent permitted by law, at Joe Security’s option, to any one or more of the following:

- (i) supplying of the Services again; or
- (ii) the payment of the cost of having the Services supplied again by Joe Security.

If Joe Security’s liability for breach of any Mandatory Terms is capable of exclusion or limitation, it is hereby excluded or limited to the fullest extent permitted by law.

Except as provided by the Mandatory Terms (if any), which are not capable of exclusion or limitation, or as expressly set out in these Terms:

(a) Joe Security makes no warranties in relation to the Service or the content of any Reports, including, without limitation, warranties as to the performance or fitness for purpose of the Service or the Reports (other than Joe Security is entitled to grant to Customer the right to use Service as set out in these Terms); and

(b) CUSTOMER WILL NOT UNDER ANY CIRCUMSTANCES HAVE ANY CAUSE OF ACTION AGAINST, OR RIGHT TO CLAIM OR RECOVER FROM JOE SECURITY OR ITS THIRD PARTY LICENSORS FOR OR IN RESPECT OF ANY LOSS, DAMAGE OR INJURY ARISING FROM THE USE OF SERVICE, ANY SERVICE, ANY REPORT, OR ANY BREACH OF THESE TERMS AND CONDITIONS.

JOE SECURITY AND/OR ITS THIRD PARTY LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ECONOMIC LOSS) ARISING OUT OF A BREACH OF THESE TERMS, ARISING FROM THE USE OF SERVICE OR ARISING OUT OF THE SUPPLY OF A DEFECTIVE REPORT.

CUSTOMER AGREES THAT IF JOE SECURITY IS IN BREACH OF THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY OR ITS THIRD PARTY LICENSORS TO CUSTOMER FOR ANY AND ALL BREACHES OF THESE TERMS WILL BE THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO JOE SECURITY UNDER THESE TERMS.

IF NO AMOUNTS ARE PAID TO JOE SECURITY BY CUSTOMER UNDER THESE TERMS, THEN THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY TO CUSTOMER FOR ANY AND ALL BREACHES OF THESE TERMS WILL BE CAPPED AT ONE SWISS FRANC.

Customer acknowledges to have exercised its independent judgment in using Service and any Report and have not relied upon any representations made by Joe Security which have not been stated expressly in these Terms or upon any descriptions or illustrations or specifications contained in any document, including catalogues or publicity material produced by Joe Security.

11. MISCELLANEOUS

Joe Security shall be entitled to commission third parties with services when providing the Service.

No failure or omission to carry out or observe any provision of these Terms will give rise to a claim by Customer against Joe Security or result in a breach of these Terms by Joe Security if such failure or omission arises by reason of delay or inability to perform caused by technology failure, communications failure, war, whether declared or not, civil rebellion, strike, fire, storm or other severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond the reasonable control of Joe Security.

A provision of or a right created under these Terms may not be waived or varied except in writing signed by the party or parties to be bound by the waiver or variation. No single or partial exercise by any party of any right, power or remedy under these Terms will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in these Terms are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms.

Joe Security may transfer its rights and obligations under these Terms to any person with or without notice to Customer. Customer must not assign its rights or obligations under these Terms without Joe Security's prior written consent (which may be withheld).

12. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising from or in connection with these Terms shall be governed by Swiss Laws, to the exclusion of the conflict of laws provisions and the provisions of the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is Reinach, Baselland. Joe Security shall be entitled to enforce its rights in any other competent court.