

## **Def.Zone User Licence Agreement**

This User Licence Agreement (further – Agreement) provides terms and conditions for the use of Def.Zone and is to be concluded between the Licensor and Licensee.

### **1. Terms and definitions**

1.1. The Licensor is BiZone LLC, PSRN 1167746317210, located at office 515, bld. 2, 4, Olkhovskaya St., 105066, Moscow.

1.2. The platform, Def.Zone is an aggregate of Software for computers and Databases under Articles 1261, 1334 of the Civil Code of the Russian Federation, exclusive rights to which are owned by the Licensor.

1.3. Software is the tools used for automated Data processing and Platform functioning.

1.4. Databases are the data about the Licensee and Licensee's organisation which are analyzed by the Software of the Platform.

1.5. Data is the information downloaded or uploaded by the Licensee and (or) Users using the Platform.

1.6. Licensee is the party of this Agreement which receives the right of use to the Platform.

1.7. User is a person directly using the Platform through the Interface and authorised by the Licensee.

1.8. Interface is an aggregate of software and (or) graphical tools providing the possibility of remote access of the Licensee to the Software.

1.9. Module is software provided by means of the Platform for rendering certain service.

1.10. Corporate Account (CA) is a private of the website accessed through a unique login and password for the use of the Platform and its Modules.

1.11. User Account is an individual login and password for each User used for access to the Corporate Account of the Licensee as well as for signing this Agreement.

### **2. General Provisions**

2.1. The Licensor grants the Licensee with the right to use Def.Zone (further - the Platform) on the basis of ordinary (non-exclusive) Licence in accordance with its functional purpose (further - the Licence). Types of Licences on the basis of which the Licensee acquires the right to use the Platform are specified in Appendix 1.

This Agreement provides the conditions and procedure of the use of Def.Zone as well as the conditions and procedure of processing of the downloaded and uploaded Data (further - the Data).

The use, for the purposes of the Agreement, means any interaction between the User and the Platform including interaction with the Modules designated for certain services (further - the Modules).

Conditions of provision of certain Modules may be published in the Platform or sent as an agreement directly to the Licensee.

Individual agreements for the Modules may be signed in simple written form with a mutual exchange of documents.

The goal behind the use of the Platform is the possibility to increase security of the Licensee's organisation using the Platform Modules.

2.2. Any use of the Platform and Data is permitted only upon authorisation by BiZone LLC, unless provided otherwise.

The exclusive Rights Holder of the Platform as well as all technical developments making possible the use of the Platform is BiZone LLC (PSRN 1167746317210, located at office 515, bld. 2, 4, Olkhovskaya St., 105066, Moscow).

2.3. The use of the Platform and the Data by the Licensee in violation of any of the conditions hereof means that the Platform and the Data are used illegally, what constitutes infringement of the rights of the Rights Holder and (or) third parties and results in the responsibility provided for by the current legislation of the Russian Federation and the legislation of foreign state.

2.4. The Agreement is applicable to any persons who received an access to the Platform from the Licensor.

2.5. The Licensor provides the Licensee with User Account(s) for one or several Users to access the Corporate Account upon request of the Licensee.

2.6. The Licensor is entitled to enquire the following information to approve a Service Request:

- information about the Licensee's organisation (full name, registration country, organisational and legal form, registration data of the organisation: TIN and IEC or other equivalent data depending on a country of registration of the Licensee's organisation, bank details, information about organisation infrastructure);
- full names, email addresses and contact phone numbers of all Users authorised by the Licensee;
- copy of the order on appointment of director, power(s) of attorney of other persons who receive the User Accounts, articles of association, other documentation confirming the rights to sign the Agreement.

The Licensor is entitled to request from the Licensee the originals of any documents required and sufficient, in the Licensor's opinion, for confirmation of its rights to sign the Agreement and (or) perform any actions using the Corporate Account on the Platform. The Licensee can send such requests at any time including on repeated and multiple occasions after submission of the User Accounts.

A request is sent by email to: support@def.zone, or independently filled in by the Licensee in the Corporate Account.

2.7. The Licensor grants the Licensee with User Accounts the right to use the Platform in accordance with Clause 2.6. by providing the Licensee with remote access to the Platform through the Internet using the Interface. Counterparts and/or copies of the Platform on tangible media are not be submitted to the Licensee.

2.8. When registering the Licensee on the Platform provided in Clauses 2.5. and 2.6., the Licensee is automatically sent a unique address via email in the Internet for access to the Platform through the User Accounts. By using this access the Licensee creates own passwords for the User Accounts by means of the password generation/entering tool. A unique address in the Internet for access to the Platform may be unilaterally changed by the Licensor subject to notice of the Licensee in writing by email, indicating a new unique address in the Internet for access to the Platform, 5 (five) business days before the date of change of the unique address.

2.9. After creation of the User Account in accordance with Clauses 2.5. and 2.6., the Licensee can independently create the User Accounts using the Platform tool or send a request for User Accounts to the Licensor at support@def.zone.

2.10. This Agreement is binding for all Platform Users authorised by the Licensee.

2.11. The Licensor can unilaterally change any clause of this Agreement at any time, including without special written notice to the Users and (or) third parties by publishing a new version of the Agreement in the Platform Interface at least 10 (ten) days before its coming into effect.

The use of the Platform after the new version has come into effect means the Licensee agrees to apply the new terms and conditions to the full extent.

2.12. Actions by the Licensee recognised as use of the Platform, including acceptance of this Agreement, search, viewing or downloading the Data and other functions of the Platform is a full and unconditional acceptance of this Agreement by the Licensee under and in accordance with the procedure provided in Clause 5, Art. 1286 of the Civil Code of the Russian Federation.

Each use of the Platform by the Licensee is under consent with the terms and conditions of this Agreement in the version valid on the date of the actual use of the Platform. This Agreement applies to all further updating / new versions of the Platform.

2.13. When using the Platform the Licensee agrees that the Licensor is entitled to save and use cookies and other technologies of local storage, web beacons and similar instruments on the User's device, as well as to transfer information received with the help of such instruments to third parties for analysis of work of the Users with the Platform, for improvement of the Platform functionality, administration of navigation and receipt of statistical information.

2.14. The Licence is valid for one year. Upon the expiration of the Validity Period of the it will be prolonged for the following year if neither of the Parties object.

2.15. The Licence is valid in the Russian Federation.

2.16. This Agreement is nor a public offer neither a public document.

### 3. Use of the Platform

3.1. The Platform provides Users with access to the Modules providing cybersecurity solutions: analysis of infrastructure, testing Licensee staff for competence in countering phishing mailings, determination of the state of cybersecurity processes within the organisation, protection of email and Web applications and other similar issues. As for the use of individual platform Modules, additional terms and conditions, rules and restrictions may be applied.

The Licensor is entitled at any time to revise, change, restrict, extend the Platform functionality including the conditions of User access to the Platform or its individual functional options.

3.2. Granting the access to the Modules of the Platform may be regulated by special rules, provisions or separate agreement concluded between the Parties. In case of contradictions or non-compliance between the texts and special rules, provisions or individual agreements, the latter prevail.

3.3. The Licensee is entitled to use the Platform functionality in the volume provided by the Licensor. The Licensor is entitled to unilaterally change the Platform functionality and the set of functions used by the Licensee.

3.4. Only the Licensee is allowed to use the Platform, Data and other functional options.

3.5. When using the Platform and (or) the Data, it is forbidden to:

- 3.5.1. render services to third parties including its affiliated persons on the basis of the Data and (or) other functionality of the Platform or otherwise use the Platform for revenue generation;
- 3.5.2. use anonymous proxy servers;
- 3.5.3. take actions aimed at the study of the structure of the Platform and its software code;
- 3.5.4. violate the rights of third parties using the Platform functionality;
- 3.5.5. download the Data received from other persons in the Platform;
- 3.5.6. use the Platform for scanning third party resources as well as use any Platform functionality for unfair purposes;
- 3.5.7. transfer authentication data (both with temporary and permanent passwords) to third parties;
- 3.5.8. transfer information received with the use of the Platform to third parties;
- 3.5.9. use the Data, information and other elements of the Platform received by means of the Platform for creation of copyright items (including databases);
- 3.5.10. independently redevelop the Platform including by creation of derivative works (including modifications);
- 3.5.11. carry out reverse engineering of the Software or its elements;
- 3.5.12. mention the Platform in publications and presentations without reference to the Licensor and without its consent;
- 3.5.13. use the Platform and (or) the Data in a manner and volume not expressly regulated by this Agreement and the current legislation of the Russian Federation as well as with violation of this Agreement and the current legislation of the Russian Federation.

3.6. The Licensee whose User Account is used to upload Data to the Platform, including Data which the Licensee is not authorised to upload shall bear full responsibility. If third parties or state authorities including foreign ones make claims to the Licensor in connection with violations during the upload of Data to the Platform, the Licensee is obliged to independently settle all issues with such persons as well as pay all damages to such third party and the Licensor.

3.7. This Agreement is to be signed by simple electronic signature (further - the SES), where Credentials are the instruments used to sign.

3.8. The Parties agree to consider the SES to be equal to simple written signing of the Agreement and other transactions.

3.9. The Licensor reserves the right to request signing of the Agreement (other transactions in the Platform) in written form with mutual exchange of document counterparts.

3.10. The Licensee takes care of the security of its Credentials and does not disclose them to third parties. The Licensee is not entitled to transfer its Credentials to third parties as well as directly or indirectly permit third parties to use its Credential for authorisation on the Platform.

3.11. Any action performed in the Platform Interface or using the Credentials of the Licensee or its authorised User is considered as an action performed by the Licensee and results in obligations and responsibilities born by the Licensee in respect to such actions including responsibility for violation of this Agreement and legislative requirements concerning the Data placed in the Platform by the Licensee.

3.12. The Licensee is obliged to immediately change the Credentials using the Password Reset function on the login page of the Platform or on the User profile page, or by sending such request to support@def.zone so that the Licensor generates a new password automatically and sends it to the Licensee if there are reasons to suspect that such data had been disclosed, may be in use by unauthorised third parties or by request of the Rights Holder.

3.13. The Licensor is entitled to:

- 3.13.1. use available solutions to check the ownership of the Data uploaded by the Licensee when using the Platform (for example, the authenticity of registration data (TIN, IEC, PSRN and other)) at <https://egrul.nalog.ru/index.html>, as well as check ownership of the infrastructure to the Licensee at <https://www.nic.ru/whois/> or similar websites);
- 3.13.2. use the Data uploaded to the Platform by the Licensee in statistical and anonymised form, without the use of confidential information or information the distribution of which is restricted by law and without correlation of such information with the Licensee for the formation of a Database; grant the right to other Users, state and other authorised bodies and third parties to use the specified Data; as well as use the Data for rendering services to third parties; and for own needs;
- 3.13.3. refuse the upload, delete and not publish certain Data downloaded by the Licensee to the Platform both fully or partially, if such Data is inaccurate, irrelevant and (or) unreliable or does not comply with this Agreement;
- 3.13.4. restrict the access of the Users to the Platform by blocking corresponding User Accounts, IP-addresses or range of IP addresses for access to the Platform with the purpose of preclusion or prevention of violation of this Agreement and (or) infliction of damage to the Platform (including but not limited to DDoS-attacks or other influence unauthorised by the Licensor);
- 3.13.5. restrict the functionality of the User Accounts of the Licensee when the Licensee uses the Platform in accordance with the Licence, if the Licensee fails to perform even one obligation provided for in Clause 3.12;
- 3.13.6. suspend the access of the Users to the Platform, if the Licensee violates the terms and conditions of the Agreement until such failure is remedied;
- 3.13.7. interrupt the access of the Licensee to the Platform for carrying out the planned preventive measures or unplanned operations in emergency or contingency situations without preliminary notice;

3.14. When using the Platform, the Licensee is obliged to submit only reliable Data and bears responsibility for the Data provided. The Licensor is entitled to request and the Licensee is obliged to submit upon such request the information confirming the reliability of the Data provided, rights and (or) authority of the Licensee to upload the Data and the eligibility of the methods for providing Data.

3.15. When using the Platform, the Licensee is obliged to:

- 3.15.1. grant access to the Platform only to those Users who are employees of the Licensee's organisation;
- 3.15.2. specify reliable information about the organisation;
- 3.15.3. familiarise with the documentation on the Platform and use the Platform only in accordance with the scenarios described in the documentation;
- 3.15.4. bear responsibility for adverse effects as a result of incorrect use of the Platform features;

- 3.15.5. avoid the actions that may result in refusal of the Platform maintenance, in particular, DDoS-attacks or other impacts unauthorised by the Licensor;
- 3.15.6. change the passwords at least once every 60 (sixty) days; do not use the passwords already used to access other systems;
- 3.15.7. use the trusted networks to access the Platform to avoid leakage of confidential information;
- 3.15.8. maintain confidentiality of the User Account.

3.16. To receive the possibilities provided by the Licence, the Licensee has to perform simultaneously all the requirements listed in Clause 3.12.

#### 4. Responsibility

4.1. Any unlawful use of the Platform and (or) Data is in violation of the rights of the Licensor and/or third parties and results in criminal, civil liability and other responsibility provided for by the legislation of the Russian Federation.

4.2. In case of violation of this Agreement and failure to perform the obligations by the Licensee, the Licensor is entitled to block the Licensee from accessing the Platform with simultaneous termination of placement and demonstration of the Data uploaded by the Licensee or without it.

4.3. In case of claims to the Rights Holder from third parties whose rights are violated by illegal actions of the Licensee, as well as receipt of orders, notices and other acts by state authorities, involving the Licensor in judicial proceedings as a result of illegal actions of the Licensee, the Licensee has to compensate all damages to the Rights Holder.

4.4. When using the Data received by means of the Platform, the Licensee agrees that the Platform is not designated to meet certain goals of the User, and the Platform is submitted to the Licensee on an "as is" basis, i.e. free of any guarantees, it does not contain any advices, recommendations or obligations from the part of the Licensor and is not designated for adoption (or non-adoption) of any decisions by the Licensee only on the basis of the Data received with the use of the Platform. The Platform is a source of reliable and adapted information for the Platform users, however it can be use only as additional factor and cannot be considered as the only basis for adoption of such decision.

4.5. The Licensor is not responsible for non-fulfillment or difficulty in fulfillment of the Licensee's obligations to third parties as a result of the use of the Platform and the Data.

4.6. The Licensor does not provide any guarantees and is not related to any Data uploaded to the Platform by its Users.

## **Appendix 1 to the Def.Zone Platform User Licence Agreement**

The Platform is the Aggregate of Software available from the Internet and Databases under Articles 1261, 1334 of the Civil Code of the Russian Federation.

Hereby the Licensee receives the right to use the Platform to ensure protection of the infrastructure and users of the Licensee's organisation.

The Software of the Platform contains the Interface available from the Internet by which the Licensee can gain access to the Platform and its Modules.

Using the Platform and Modules, the Licensee gains the possibility to improve the level of cybersecurity in the organisation and reduce the risks of cyber threats.

The Licensee is granted the following rights of the use of the Platform:

- use of all functions of the Platform except for the Modules for which there is an individual licensing procedure;
- download of the Data in the Platform and viewing them through the Interface;
- use of the Interface to control the User Accounts, roles, information about the organisation and set of plug-in Modules;
- delimit access rights of the Users to available Platform features within the Licensee's organisation.

When using the Licence to the Module of the Platform, the Licensee is granted the following additional rights of use:

- use of the extended set of features of the Module not included in the basic set of features of the Platform including scanning, sending the data, and methods of traffic protection provided by the Module features;
- control the access of users to the Module features;
- use the Module as a solution on the basis of the features delivered;
- receiving the data from the Platform and other modules for their use in the Module, if such features are included in the Module;
- upload of data to the Platform and other Modules to be used in the logics of the Platform and Modules, if such functionality is provided for by the Module;