NETSPI TERMS AND CONDITIONS

I. GENERAL These Terms and Conditions ("Terms") apply to the access and use of the Attack Surface Mapping service ("Service") provided by NetSPI, LLC ("NetSPI"). By entering a domain into the search feature of the Service ("Domain"), you are consenting to these Terms on behalf of yourself and the entity on whose behalf you are acting as an agent or employee (collectively, "User"). The Service queries publicly available aggregated data feeds selected by NetSPI ("Databases") concerning the Domain, and does not actively scan any networks or perform any security testing or assessment. The Service is only intended to be used by User to determine what information concerning the Domain is publicly available via the Databases (the "Purpose"). The Service is not a substitute for any security assessment or testing of any kind, does not provide legal, technical or other advice, and may not be relied on by User other than for the Purpose. User agrees that at the conclusion of each search, NetSPI may redirect the User to netspi.com and provide User an email address to contact NetSPI sales.

II. INTELLECTUAL PROPERTY

2.1 NetSPI grants User a nonexclusive, one-time (per search), royalty-free, nontransferable United States license to access and use the Service and internally review the results of the Service solely for the Purpose. NetSPI may limit the number of searches performed, the number or type of Domains searched, or any other aspect of the use of the Service in its sole discretion. NetSPI may limit or terminate any User's use of the Service without notice.

2.2 NetSPI items used to perform or provide the Service, such as but not limited to software, appliances, methodologies, code, templates, tools, policies, records, working papers, knowledge, data, screenshots, or other tangible or intangible items, and all intellectual property rights in them (collectively, "NetSPI Information"), shall remain the exclusive property of NetSPI. Except as provided in Section 2.1 above, NetSPI does not transfer or assign User any copyright, trademark, patent, trade secret or other intellectual property rights or interests.

2.3 User may not use the Service for any purpose other than the Purpose, including (but not limited to) the following: a. renting, leasing, selling, copying, modifying, merging, redistributing, assigning, or transferring any portion of the Service; b. emulating the functionality or creating derivative works of the Service, or otherwise altering, adapting, porting, or merging the Service; c. tampering with the Service or attempting to modify, defeat or circumvent the proper and secure operation of the Service; or d. Using the Service for any unlawful, unsafe, malicious or abusive purpose.

III. CONFIDENTIAL INFORMATION

NetSPI Information is the confidential and proprietary information of NetSPI. If User obtains any NetSPI Information it shall protect it from disclosure with the same degree of care that User applies to protect its own confidential and proprietary information, but not less than reasonable care. User shall not disclose NetSPI Information to any party absent a court order requiring disclosure. The Domain is not Confidential Information.

IV. WARRANTIES The Service is provided as-is, where is, with no warranties of any kind from NetSPI. NETSPI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. User represents and warrants that it is the registered owner of the Domain or has obtained permission from the Domain's registered owner to use the Service.

V. LIMITATION OF LIABILITY

5.1 Neither party shall be liable to the other for any indirect, incidental, special, punitive, consequential or exemplary damages.

5.2 Subject to section 5.1, NetSPI's total aggregate liability to User for all loss, damages and other obligations of any kind combined ("Loss") is limited to the sum of $1,000. If a court rules that these Terms are subject to a different jurisdiction's law than that identified in Section 6.3 below in which such limitation is not enforceable, then NetSPI's liability to User for all Loss shall instead be limited to the greatest extent permitted by the law of that jurisdiction or the total fees paid and payable by User to NetSPI for any services performed in the twelve months after the Loss arose, whichever is less.

VI. GENERAL PROVISIONS

6.1 Entire Agreement. These Terms are the entire agreement of the parties concerning the Service and supersede any prior correspondence, agreement or contract regarding the Service.

6.2 Amendments. These Terms may be amended only by a written agreement signed by NetSPI and User.

6.3 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the United States of America and the State of Minnesota, not including choice of law rules. User and NetSPI consent to the sole jurisdiction of the state and federal courts located in St. Paul, Minnesota, USA for any dispute.

6.4 User shall use the Service only as permitted by United States export laws and regulations. Without limiting the foregoing, User represents and warrants that (a) it will not use the Service in or from, nor is User under the control of the government of, Cuba, Iran, North Korea, Syria, and certain disputed regions of Ukraine (i.e., Crimea and the so-called Donetsk and Luhansk People's Republics) or any country or region to which the United States prohibits export; (b) it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, or the United States Department of Commerce Table of Denial Orders, nor will User permit any other individual or entity appearing on such lists to access or use the Service.

6.5 Assignment. Neither party may assign the Terms without prior written consent of the other party.

6.6 Savings Clause. If any provision of these Terms are determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.7 Force Majeure. NetSPI shall not be responsible for any failure to perform under these Terms which is due to causes beyond its control.