

DarkOwl Vision Setup Form

Customer Information

Company Address (Street, City, State, Zip)	
Company Email (e.g. info@company.com)	Company EIN
Company Phone	Company Website

Customer's Authorized Users

Name (First, Last)	Company Email	Phone	Point-of-contact? (Y/N)
Name	Email	Phone	<input type="checkbox"/>
Name	Email	Phone	<input type="checkbox"/>
Name	Email	Phone	<input type="checkbox"/>
Name	Email	Phone	<input type="checkbox"/>
IP Address(es) Only Required for API Access			

By signing below, the customer named above enters into and agrees to be legally bound by the End-User License Agreement attached hereto .

Customer

DarkOwl, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

End-User License Agreement

This End-User License Agreement (this “EULA,” and together with the setup form, or other agreement into which this EULA is incorporated by reference, collectively, the “Agreement”) contains certain terms and conditions on which DarkOwl, LLC, a Colorado limited liability company (the “Company”) grants to the person identified as “Customer” in the Agreement (“Customer”) a limited license to use the Software (as defined below).

1. **Software.** The “Software” means all software programs and applications of the Company to which Customer subscribes or that are otherwise provided to Customer by the Company, and includes, without limitation, (as applicable) both the trial and full (paid) versions of such Software, together with any application programming interface, data feed and other access methods provided by the company in connection therewith, and all other associated programs, technology, media, printed materials and online or electronic documentation. The trial version of the Software may be used only to review, test and evaluate the Software for a limited period of time (as further provided in the Agreement), and search results and associated content delivered in connection with the trial version may not be copied or otherwise used by Customer for any other purpose (including providing commercial products or services to others) without the Company’s prior written consent.

2. **License.** Subject to the other terms and conditions of the Agreement, the Company grants to Customer a non-exclusive, non-transferable, non-sublicensable limited license to use the Software for the purposes contemplated by the Agreement. With respect to the trial version of the Software, that license is limited to use solely for Customer’s evaluation of the Software as provided in Section 1. The Software is provided under license and not sold to Customer, and Customer does not acquire any ownership interest in the Software under the Agreement or any other rights thereto other than to use the Software in accordance with the license herein granted, subject to all terms, conditions and restrictions provided in the Agreement. The Company reserves and will retain its entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, except as expressly granted to Customer pursuant to this Section 2.

3. **Content Accessed via the Software.** The search results displayed or returned by the Software in response to Customer’s search queries may contain information referring to or describing content collected from third-party Internet sources, including information located in the surface web, deep web or dark web (“Result Content”). Result Content may include secret, non-public or otherwise sensitive information that is not intended to be published or accessible by Customer or other third parties, and may be illegal for Customer to access or possess. The Company does not monitor or log, and disclaims knowledge of, Customer’s access or use of Result Content. Except as otherwise expressly provided in this EULA, all Result Content is provided without warranty of any kind on the part of the Company, express or implied, and the Company is not responsible for any Result Content or liability resulting from Customer’s access or possession thereof.

4. **Agreements Regarding Customer’s Use of the Software**

4.1. Customer will not, directly or indirectly (i) use the Software, or any Result Content, in violation of any applicable law, including to intentionally access or obtain child pornography, child sexual abuse material or other Result Content that is illegal for Customer to access or obtain, (ii) use the Software beyond the scope of the license granted under Section 2, (iii) license, sublicense, rent, lease, lend, sell, assign, distribute, publish, transfer or otherwise make available to any other person the Software (excluding Result Content), except as otherwise expressly provided in the Agreement, (iv) integrate the Software with, or otherwise submit Result Content to, any chatbot or other artificial

intelligence, language model, natural language processing, machine learning or similar platform (including without limitation ChatGPT, Bing Chat and Bard) by which any Result Content would be consumed by such platform for any purpose, (v) use any information generated by or results arising from the operation of the Software to harass or impersonate others, (vi) use any Result Content in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any person, (vii) use the Software to knowingly access any personal, confidential, secret or other non-public information of any third party without such third party's permission, (viii) except as specifically authorized by applicable law, harvest or collect any third party's personal or confidential information, such as credit card numbers, confidential national ID numbers or account passwords, (ix) modify, translate, adapt, copy or otherwise create derivative works or improvements of the Software, (x) reverse engineer, disassemble, decompile, decode or otherwise attempt to discern or gain access to the source code of the Software, (xi) except to the extent contemplated by the Agreement, combine the Software with, or incorporate the Software in, any other program, (xii) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software, (xiii) use the Software for purposes of competitive analysis of the Software or the development of a competing software product or service or (xiv) use the Software in any manner that could harm, infect, take over, disable, overburden or otherwise impair any of the Company's or its service providers' computer systems.

4.2. Customer will safeguard the Software against infringement, misappropriation, theft, misuse or unauthorized access using the access provided under the Agreement or otherwise by its employees, contractors and representatives and will keep any usernames and passwords associated with its use of the Software confidential. Customer is responsible for all use of the Software occurring under its account or by any person to whom Customer permits access to the Software, whether authorized under the Agreement or not. Customer will promptly notify the Company of any unauthorized access of the Software under Customer's account or disclosure or use of any username or password supplied to it by the Company for access to the Software.

4.3. Customer agrees to comply with any and all reporting requirements required by law in connection with Result Content accessed or obtained through the Customer's use of the Software. Customer is solely responsible for complying with any such reporting that may be required in connection with Customer accessing or obtaining Result Content that is illegal for Customer to access or possess. The Company disclaims knowledge of Customer access to or use of Result Content and disclaims responsibility for reporting Result Content accessed or obtained by Customer. Nothing in this section should be construed to restrict the Company from exercising its legal rights, voluntarily reporting Result Content, defending itself against legal claims, or complying with applicable law.

4.4. Customer will comply with any reasonable request by the Company for information in connection with any investigation conducted by the Company to verify Customer's compliance with this EULA.

5. Termination of License. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Company shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. The license herein granted to Customer will terminate automatically upon, and in accordance with the terms of, any setup form, subscription agreement or other agreement into which this EULA is incorporated by reference.

6. Customer Inputs. The Company reserves the right to delete in an unrecoverable way any Customer Inputs, customizable Software settings and activity history, and Customer will not rely on the Software or any other information system of the Company for storage or backup of any Customer Inputs.

7. Limited Warranties. The Company warrants to Customer that (i) the grant of the license made hereunder, and Customer's use of the Software in accordance with the Agreement and for the purposes contemplated thereunder, will not infringe or otherwise violate the intellectual property rights of any third party, and (ii) in collecting the Result Content, the Company has not knowingly circumvented or breached any security system intended to prevent access to or the publication of such Result Content.

8. Limitations and Exclusions of Liability

8.1. Except as provided in Section 7, the Software is licensed to Customer "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, except as provided in Section 7, the company expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software (including the Result Content), including all implied warranties of merchantability, fitness for a particular purpose, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company gives no warranty or undertaking and makes no representation of any kind that the Software will meet customer's requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any availability, performance or reliability standards, or be free of errors, viruses or other harmful elements.

8.2. In no event will the Company be liable to Customer for any use, interruption, delay or inability to use the software, lost revenues or profits, delays, interruption or loss of services, business or goodwill, loss or corruption of data, loss resulting from system or system service failure, malfunction or shutdown, failure to accurately transfer, read or transmit information, failure to correct, update or provide correct information, system incompatibility or provision of incorrect compatibility information, breaches in system security or any decision made or action taken by Customer in reliance upon results obtained from its use of the Software.

8.3. In no event will either party be liable to the other for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of or in connection with the Agreement, breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not such party was advised of the possibility of such damages in advance, in each case except (i) in the case of Customer's infringement, misappropriation or other violation of the Company's intellectual property rights associated with the Software and (ii) in connection with the obligations of the parties under Section 9. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

8.4. Except in respect of the Company's obligations under Section 9.2, in no event will the Company's total liability under or in connection with the Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the total amount paid to the Company pursuant to the Agreement in exchange for the license herein granted.

8.5. The limitations set forth in this Section 8 apply even if a party's remedies under the Agreement fail of their essential purpose.

9. Indemnification

9.1. Reserved.

9.2. The Company will indemnify, defend and hold harmless Customer and its affiliates, and each of their respective employees, officers, directors, managers, contractors, equity holders, agents and representatives, from any claim of any third party to the extent resulting from the Company's breach of the limited warranties provided in Section 7. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.3. Any party entitled to indemnification or other benefits under Section 9.1 or Section 9.2 (the "Indemnified Party") will give prompt written notice to the party obligated to provide such indemnification or other benefit (the "Indemnifying Party") of any third party claim that is the subject of such indemnification or other benefit, provided that any delay in giving such notice will not limit the Indemnified Party's rights under this Section 9 except to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party will have the right, but not the obligation, upon written notice to the Indemnified Party no later than 30 days after the Indemnifying Party's receipt of notice of such third party claim, to assume the conduct and control of the settlement or defense of the third party claim, through counsel of its choice reasonably satisfactory to the Indemnified Party, and at the expense of the Indemnifying Party. The Indemnified Party will reasonably cooperate with the Indemnifying Party and its counsel in connection therewith, and the Indemnifying Party will permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnified Party, provided that the fees and expenses of such counsel will be borne solely by such Indemnified Party. If the Indemnifying Party does not notify the Indemnified Party in writing within 30 days after its receipt of notice of the third party claim that it elects to undertake the defense of the third party claim, or otherwise fails to comply with its obligations under this Section 9.3, then the Indemnified Party will have the right to conduct and control the settlement or defense of third party claim but will not thereby waive any right under this Section 9 in connection therewith. Any settlement or compromise of any third party claim by either party will require the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

10. Export Regulation. The Software may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Customer will not, directly or indirectly, export, re-export or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, or to any other jurisdiction outside of the United States without the Company's prior written consent (including as provided in the Agreement). Customer will comply with all applicable law and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to Customer exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

11. Miscellaneous

11.1. The Agreement is governed by and will be construed in accordance with the Federal laws of the United States. Service of process, summons, notice or other document by mail to such party's address set forth in the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

11.2. The Agreement constitutes the sole and entire agreement between Customer and the Company with respect to the subject matter thereof, and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties with respect to such subject matter. In the event of any conflict between the provisions of this EULA and those of any

other agreement between Customer and the Company in respect of the Software, the provisions of this EULA will control.

11.3. Customer will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the Company's prior written consent, which consent the Company may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under the Agreement for which the Company's prior written consent is required.

11.4. The Agreement is for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

11.5. The Agreement may be amended only by a written instrument signed by each of the parties thereto.

11.6. No waiver by any party of any of the provisions of the Agreement will be effective unless expressly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.7. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.