

## Cyber Risk API Terms of Use

These Cyber Risk API terms of use ("API Terms") define the terms that apply when you use, contact, or interact with our application programming interface ("API") and form a binding contract between you and us. These API Terms do not apply to your use of any of our software, website, applications, application plug-ins, solutions, or other APEX services ("Services"). Your use of the APEX Services is subject to a separate End-User Services Agreement.

## Who We Are and How to Contact Us:

Dark Beam Ltd., which operates the Cyber Risk API, is registered in England and Wales with company number 10839564. Our registered office is Desk Lodge House, Redcliffe Way, Bristol, England, BS1 6NL. Dark Beam Ltd. is owned by APEX Analytix, LLC, a Delaware limited liability company with a corporate headquarters located at 1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, USA. APEX Analytix, LLC, is referred to herein as "we" or "us."

"You" and "your" refer to the individual, company, or other legal entity on behalf of which the Cyber Risk APIs are used.

If you are using the Cyber Risk APIs on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these API Terms. If you do not have such authority or do not agree with these terms, you must not use the Cyber Risk APIs.

## Acceptance of Terms

Using our API, you confirm that you accept this policy's terms and agree to comply. If you disagree with these terms, you must not use our API. We may amend these terms from time to time without notice. Please check the Legal Center for the most updated version of these API Terms.

## Restrictions on Use

When using or attempting to use the APIs, you agree:

- To adhere to any applicable guidelines, restrictions, or requirements set forth in any API documentation;
- Not to share any API keys or authentication tokens with any other individuals, companies, or entities outside of your own (each a "third party"), including our potential competitors, and to keep these secure at all times;
- Not to mask or misrepresent your identity or your systems' identity;
- Not to remove any proprietary notices or intellectual property from the APIs;
- That to protect the security, integrity, and operability of the APIs, we may place limits on your use of the APIs (e.g. call limits), and you accept that: (i) we determine in our sole discretion what constitutes abuse or excess use or exploitation; (ii) you will not use or attempt to use the APIs in a manner that exceeds the limitations; and (iii) we may monitor the volume of requests or calls sent to the APIs for compliance with these API Terms;
- Not use the APIs in a manner that poses a security risk to other users of the APIs or APEX Services or tests the vulnerability of our systems or networks or those of any third party;
- Not to use the APIs in any manner that compromises, breaks, or circumvents any of our technical processes or security

measures associated with the APIs or Services;

- Not to use the APIs for competitive analysis or to disseminate performance information relating to the APIs or Services;
- Not to modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the APIs, Services, any data, or any portion thereof to compete with us;
- Not to replicate, copy, frame, mimic, mirror, or compete with aspects of the Services or their functionality, or to develop or utilize an application or integration to compete with us;
- Not to use the APIs in any manner or for any purpose that infringes, misappropriates, or otherwise violates the intellectual property or other rights of us or any third parties;
- To only use the API to embed Cyber Risk data into your own solutions and not for any other commercial purposes;
- Not to license, distribute, lease, give, sell, rent, timeshare, sublicense, disclose, publish, assign, market, transfer, or distribute any API portion to any third party.

### **Prohibited Uses**

You may use our API only for lawful purposes. You may not use our API: (a) in any way that breaches any applicable local, national, or international law or regulation; (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; (c) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or (d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware adversely.

### **Consequences of Misuse**

Without prejudice to any other rights we may have, in the event of your failure to adhere to the restrictions on use or prohibited uses set out above, or any other failure to comply with the API Terms, you shall be responsible for and shall indemnify us against all costs, losses, liabilities, damages, claims, and expenses suffered or incurred by us or any of our affiliates, subsidiaries, officers, directors, employees, suppliers, consultants, and agents, arising directly or indirectly out of or connected to your breach, including but not limited to any of the aforesaid costs, losses, liabilities, damages, claims, and expenses relating to damage to or destruction or corruption of data.

We shall be entitled (without notice) to suspend, modify, restrict, or otherwise limit your use of the API. We may monitor your API use to verify compliance with these API Terms. You shall permit us and/or our representatives to perform such audit and/or verification of your use of the API and to inspect and access your premises and/or systems or information as reasonably required by us in connection with your use of the API.

### **Processing of Personal Data**

Any personal data processed related to your use of the APIs will be processed in accordance with APEX's Privacy Policy.

### **Export**

The APIs are subject to US global trade control laws and regulations, including the U.S. Export Administration Regulations and various sanctions programs administered by the U.S. Office of Foreign Assets Control. You will not, directly or indirectly, export, re-export, release, or make the APIs available for use in contravention of these laws and regulations.

**Warranty**

To the fullest extent permitted by law, the API is provided and made available “as is” without any warranties of any kind. We disclaim any implied warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

**Term and Termination**

These API Terms shall remain in effect until termination. You may terminate these API Terms anytime by ceasing all use of the APIs and any relevant keys or tokens. Unless you purchased the APIs for a predetermined period, we reserve the right to terminate these APIs or these API Terms immediately at any time without further obligation to you.

All rights and licenses granted herein shall expire upon termination, and you must stop using the APIs. The terms of these API Terms that by their nature would survive shall continue to apply.

**Modification**

We reserve the right (without liability to you or any other person) to modify, amend, alter, or otherwise deal with the API in any manner, and we do not guarantee that it will continue to be available for use.

**Governing Law**

This Agreement shall be governed by the laws of the state of North Carolina, without giving effect to its choice of law principles, and in accordance with applicable federal laws of the United States.

**Severability**

If a court of competent jurisdiction holds any provision of these API Terms unenforceable, the court shall modify it and interpret it to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these API Terms shall remain in effect.