

END USER LICENSE AGREEMENT

"EULA"

V2.0.1 – 2024/02/29

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING THE CROWDSEC CONSOLE. BY USING THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOLUTION.

This End User License Agreement ("EULA") is made between:

- Crowdsec, a « Société par Actions Simplifiée », established and existing under the laws of France, with an equity capital of 419 912,18 €, having its registered office at 20 Maurice Arnoux Street, 92120 Montrouge France, registered under the Registrar of Companies with the number 880140496, Represented hereto by its President Mr. Philippe Humeau. (**hereinafter referred to as "Crowdsec"**) on the one hand, and
- The End User benefiting from the Crowdsec Console, on the other hand. The person who has accepted this EULA in the name and on behalf of the End User acknowledges that he/she has all the powers necessary for this purpose.

This EULA supersedes any contract between any third party offering the Solution as an add-on to its services or not and the End User if such a contract exists.

This EULA does not concern and does not modify in any way the rights of use of the software interacting with the Crowdsec Solution and which would be under open source licenses.

1. Definitions

Capitalized terms in the EULA, whether used in the singular or plural, shall have the meanings set forth below.

« **Assets** »: means information, publications, IP addresses, attack scenarios, and, in general, all data transmitted to or accessible by the Crowdsec Console.

« **Authorized Users** »: means individuals who are authorized by End User to access and use the Console on behalf of End User using a personal identifier and according to the Licence the latter has subscribed to using a personal identifier.

« **Community End User** »: means an End User who has decided to use only the free features of the Crowdsec Console.

« **Crowdsourced CTI database** »: means the database formed by all the Assets.

« **Documentation** »: means all the descriptions, instructions and guidelines presenting the functionalities and methods of use of the Crowdsec Console.

« **End User** »: means the user of the Console who may be a natural person acting for business purposes or a legal entity, having subscribed to the use of the Crowdsec Console directly with Crowdsec or having subscribed through any third party offering the Solution as an add-on to its services or not. The End User acknowledges that he/she is validly represented by the person who has accepted this EULA when using the Crowdsec Console, who is deemed to have full authority to bind the End User hereunder.

« **Environnement** »: means the technical hardware and software environment in which the Crowdsec Console is to be deployed (servers, networks, etc.).

« **Enterprise User** »: means an End User who has decided to subscribe to the enterprise features of the Crowdsec Console and who pays the corresponding license.

« **Licence fee** »: means the amount of the license fee paid directly or indirectly to Crowdsec for the right to use the Crowdsec Console under this EULA.

« **Maintenance** »: means all technical, administrative, preventive, adaptive and/or corrective and/or evolutionary actions concerning the Crowdsec Console.

A « Party » or the Parties »: means Crowdsec and the End User.

« **Paying End-User** »: means an Enterprise User or a Pro End User.

« **Pro End User** »: means an End User who has decided to subscribe to premium features of the Crowdsec Console and who pays the corresponding license.

« **Provided Assets** »: means IP addresses, time stamp and attack scenarios provided by End Users of the Solution to Crowdsec and/or by the Solution to End Users.

« **Services** »: means all the services made available through the Solution.

« **Solution** » or « **Crowdsec Console** »: means all the software, patches and infrastructure provided in SaaS mode under this EULA and allowing to access and use real-time crowdsourced CTI database.

« **SaaS** »: means Software as a Service (the provision of the Solution in the Cloud), by means of a license granted to the End User under the conditions defined in this EULA.

2. Purpose

The purpose of this EULA is to define the terms and conditions applicable to the provision of the Solution to the End User, **taking into account the type of license that the End User has chosen to subscribe to (Community, Pro or Enterprise). This EULA will not grant any rights whatsoever for purely domestic use of the Solution.**

3. Community, Pro or Enterprise Licences to the Solution

The Community Licence for Community End Users is free of charge and allows a time- and features-limited access to the Solution.

The Pro Licence is reserved for End Users who pay the corresponding License fees and gives access to premium features developed by Crowdsec.

The different functionalities to which the Community and the Pro Licences give access, as well as their fees, are described in the dedicated page of the Crowdsec website, accessible from www.crowdsec.net.

The Enterprise access is reserved for Enterprise End Users who pay the corresponding License fees and gives access to Enterprise plan features developed by Crowdsec.

The functionalities and the Licence Fee of the Enterprise License will be communicated on quotation..

4. Duration

This EULA is effective upon acceptance by the End User, whether online on the Console or in handwritten form.

As a matter of principle, this EULA is concluded for a period of one (1) month automatically renewable by tacit agreement.

As an exception, Crowdsec may propose longer commitment periods (one year automatically renewable by tacit agreement, etc.) to Paying End-Users, giving rise to different tariff costs, the conditions of which will then be described on the page mentioned in article 3 above.

In any cases, any breach of this EULA by the End User shall result in the immediate termination of the EULA by operation of law.

5. Licence fees

Paying End-Users will pay the License fees of the features provided on the Console, according to those he/she has subscribed to, if any, and according to the payment terms provided on the Console.

Crowdsec may offer discounts on the cost of the License fee depending on the type of license offered and the duration selected by the End User at the time of the subscription (see hereabove).

In most cases, these discounts will only be applicable if the full License fee is paid upon subscription.

It is specified that neither the cessation of use of the Services during the period when a commitment of more than one (1) month has been subscribed to, nor the suspension or interruption of the Services provided under article 14 of this EULA will give rise to any compensation or indemnity, or reparation of any kind whatsoever to the benefit of the Paying End-Users.

In the event of non-payment of the amounts due (canceled or defrauded means of payment, etc.), Crowdsec may interrupt Services without notice and all resulting costs (interest on arrears, bank charges, collection costs, etc.) will be payable by the Paying End-User. These sums must be paid to Crowdsec before any reactivation of the Service. Crowdsec reserves the right to take any legal action or block any Service if Crowdsec detects any fraud or attempted fraud, in particular to avoid paying due amounts.

6. Intellectual Property

The Solution and the Documentation shall remain the exclusive property of Crowdsec and its assigns.

The right of use is granted solely for the exclusive internal needs of the End User, in the strict respect of the applicable General Conditions. The Solution shall not be used for any other purpose.

6.1 Grant of Non-Exclusive right of using the Solution

In order to be able to benefit from the Solution subject to the EULA, and subject to the payment of the License fee in case of Paying End-Users, Crowdsec grants to the End User for the duration of the EULA a non-exclusive, non-assignable and non-transferable license to access the Documentation, to access the Solution and to use it anywhere in the world, except countries listed in article 16.6 hereafter. The End User will be able to connect to the Solution remotely, except during maintenance periods.

The right of use is understood to be the right to represent and implement the Solution to the fullest extent in accordance with its purpose, in SaaS mode, via a connection to an electronic communications network.

6.2 Reservation of rights

All rights not expressly granted to the End User are prohibited.

The End User is therefore prohibited from:

- reproducing the Solution, in any form and on any type of medium whatsoever;
- translate, adapt or arrange the Solution;
- transfer the license to use the Solution to a third party, in any form;
- modify the Solution or intervene on it, including for the purpose of correcting anomalies/bugs/malfunctions that may affect the functioning of the Solution, insofar as the right to correct anomalies/bugs/malfunctions is reserved solely to Crowdsec;
- reverse engineer, disassemble or decompile the Solution, or decompile any system set up by Crowdsec to limit the access of the End User to the Solution;
- use the Solution or the Assets to provide services on behalf of third parties, including entities of the group to which the End User belongs, in any form whatsoever, including SaaS mode;
- disable any licensing or control function of the Solution;
- modify, alter, delete bypass or hack in any way whatsoever the security systems of the Solution, such as access rights or authentication;
- distribute or market the Solution or the Assets in any way whatsoever, whether free of charge or for a fee. In particular, the End User is specifically prohibited from distributing or marketing IP addresses or attack scenarios provided or made accessible by the Service.

The End User undertakes not to alter any of the mentions of ownership and the trademarks or distinctive signs that may appear on the Solution in the way it operates the Solution or accesses the Solution from its information system.

The Parties agree to consider all the behaviors listed above as a violation of the EULA which permit Crowdsec to terminate this EULA without prejudice of any engagement of the End User's responsibility.

To the fullest extent permitted by the applicable License, End User may offer access to the Console to Authorized Users, who shall act on the Solution under the sole and absolute responsibility of End User.

The End User acknowledges that Crowdsec may monitor compliance with the conditions and restrictions of use remotely or by any other means, including via the audit provided for in this EULA.

7. Maintenance and support

Crowdsec provides a Frequently Asked Questions (FAQ) page www.crowdsec.net/faq where the End User can find all useful information about the Solution in case of difficulties in using it. Crowdsec does not provide any other support of the Solution to the End User, except by specific and possible agreement between the Paying End User and Crowdsec.

However, even in cases where Crowdsec is not required to perform maintenance, Crowdsec may perform maintenance on the Solution at its sole discretion, including on the accounts of users of the Solution.

The End User is forbidden to intervene or to have a third party intervene on the Solution. Without prejudice to the other stipulations of the EULA, and in particular to any damages Crowdsec may claim as a result of non-compliance with this article, any breach of this obligation by a End User releases Crowdsec from all of its warranty obligations.

8. Processing and rights in Assets

The End User assumes all possible responsibility for the quality, legality and relevance of the Assets it transmits/processes when using the Solution.

The End User also guarantees that he/she respects data privacy laws when collecting Assets and owns the intellectual property rights or that allow him/her to transmit the Assets and to permit Crowdsec to exploit all intellectual property rights in the Assets.

Consequently, Crowdsec shall not be held liable to any third party in the event that the Assets do not comply with the laws and regulations, public order or the needs of the End User.

The End User guarantees Crowdsec at first request against any prejudice that would result from its being called into question by a third party for a violation of this guarantee. More generally, the End User is solely responsible for the content and messages broadcast and/or downloaded via the Solution.

By processing Assets or transmitting them to the Solution, the End User grants Crowdsec, for the entire world and for the legal duration of the protection of intellectual property rights provided by French legislation, all foreign legislation and by international conventions, including future extensions, an irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, translate, adapt, prepare derivative works, display in public and publicly perform the Assets directly or indirectly, in extracts or in their entirety. The license granted to Crowdsec by the End User is not limited to personal use, but also extends to any commercial use of the Assets, at Crowdsec's sole and absolute discretion.

9. Identity and access management

Once he has an account, an End User can connect to the Solution, disconnect and change his password. In case of a paid access, once logged in, the End User representative is assigned operating rights in the Solution relative to his profile.

According to its Licence, Paying End User can assign rights to use the Solution to Authorized Users and invite them to create a personal account for these assigned operations. End User is solely responsible for the use of the Solution by Authorized Users and in particular for all acts that may be performed by Authorized Users on the Console or while using the Solution. End User shall control access to the Solution by Authorized Users and warrants their use of the Solution in accordance with this EULA.

The authentication means on the Solution (logins and passwords or any other device used to authenticate the End User on the Crowdsec Console) are personal and confidential. An Authorized User can access the Solution only by using the authentication means assigned to to him or her or that allow access via an interface provided by Crowdsec. The End User undertakes to make every effort to keep the authentication means secret and not to disclose them in any form whatsoever.

The End User is fully responsible for the use of the means of authentication and is responsible for their custody. In this context and with respect to paid licenses, any use of the Solution made using the End user authentication means or the Authorized User authentication means shall be presumed to have been made by the representative of the paying End User or and shall be charged to the paying End User.

In the event that the End User becomes aware that another person is attempting to access the Solution or is accessing the Solution with the End User's authentication means, or with Authorized User's authentication means or by impersonating the End User or an Authorized User, the End User will inform Crowdsec without delay and confirm this by registered letter with acknowledgement of receipt.

9.1 Warranty of Crowdsec

9.1.1 For Community End User

THE SOLUTION IS PROVIDED "AS IS". YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE CROWDSEC SOLUTION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT WARRANTY OF ANY KIND, CROWDSEC HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CROWDSEC SOLUTION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT. CROWDSEC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE CROWDSEC SOLUTION, THAT THE FUNCTIONS CONTAINED IN THE CROWDSEC SOLUTION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE CROWDSEC SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CROWDSEC SOLUTION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CROWDSEC OR A CROWDSEC AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

9.1.2 For Paying End User

Crowdsec guarantees the Paying End User against any action, claim, demand or from any person invoking an intellectual property right which the provision of the Solution and/or its use, under the conditions provided for in the EULA, would infringe, provided however:

- that the Paying End User immediately notifies Crowdsec by registered letters with acknowledgement of receipt, of the existence of such an action in writing and provides Crowdsec with all the information allowing it to defend its interests;
- that Crowdsec controls the criminal and/or civil defense, and all the negotiations of a settlement or compromise relating to any action. If the Paying End User so desires, Crowdsec will have sole control over the defense and any negotiations;
- that the Paying End User shall not make any admission or statement of any kind which might prejudice Crowdsec's defense.

Within the limits of Article 10 "Liability" of this EULA, Crowdsec shall be liable for (i) any damages which the Paying End User may be ordered to pay by a Court decision to have the force of res judicata in the main proceedings and in the last instance based on the demonstration of an infringement exclusively attributable to Crowdsec, or (ii) any damages payable by the Paying End User under a transaction concluded in the aforementioned context, provided that Crowdsec is a signatory thereto or has agreed in writing to the amount of the award and the terms of the settlement.

If an action as described above is initiated or appears to be about to be initiated, Crowdsec may, at its discretion, modify or replace all or part of the Solution.

The provisions hereof do not apply to third-party products, software, deliverables or open source software, if any, incorporated into the Solution, which are provided by Crowdsec on an "as is" basis, without any warranty of any kind, without prejudice to any warranties granted by their publishers or suppliers.

The foregoing provisions set the limits of Crowdsec's liability to the Paying End User for infringement of intellectual property rights. Crowdsec does not grant any other guarantee than the one described in the present article regarding infringement.

10. Limitation of liability

The Parties are responsible for direct damages that they, their possible subcontractors or their personnel could cause to the other Party or to third parties during the execution of the EULA.

The Parties expressly agree that Crowdsec is in no way responsible for indirect damages suffered by the End User such as loss of turnover, savings, profit, business opportunity, investment or any damage to reputation or brand image, as well as due to a failure of the user of the Solution to comply with its duty of care, even if the information resulting from the use of the Solution is incorrect or incomplete.

The corresponding damages will not be compensated by Crowdsec, even if it has been informed of the possibility of such damages.

In the event of a judgment against Crowdsec under the EULA for any reason, the Parties agree that Crowdsec's total liability under the EULA will not exceed for the entire term of the EULA and for all events, damages and losses arising under the EULA:

- A hundred (100) euros for Community End Users;
- the Licenses fees paid by the Paying End-Users during the last twelve months, up to a strict maximum of thirty percent (30%) of the Licenses fees paid by the Paying End-Users during the last twelve (12) months.

The End User waives the right to hold Crowdsec liable for any damage suffered by third parties having used, directly or indirectly, the Solution implemented by Crowdsec.

The Parties acknowledge that Crowdsec, in the performance of its contractual obligations, cannot assume or be exposed to the risks associated with the activity of the End User. Consequently, the End User shall indemnify Crowdsec in the event of any action or claim by third parties, including members of the group to which the End User belongs or the End User's clients or the Authorized User, against Crowdsec related to the End User's activity, including the use of the Solution.

This clause is applicable regardless of the legal basis of the claim, including if it is based on negligence, misrepresentation or breach of contract.

No action may be brought by the End User against Crowdsec more than one (1) year after the date on which the facts giving rise to the action were discovered or should have been discovered. The End User guarantees that its insurers will waive any recourse against Crowdsec or the latter's insurers beyond the limits and for the exclusions set out above.

The End User also agrees to do everything possible to minimize the damage suffered.

The provisions of this section shall survive the expiration and termination of the EULA for any reason whatsoever.

11. Insurance

The Parties certify that they are insured with a reputable insurance company for all liabilities they may incur under the EULA.

The Parties agree that the insurance policies shall be and remain valid for the term of the EULA, and that nothing shall be done or omitted to be done which would render such policies of no force or effect and that none of such policies shall be subject to any special or unusual terms or conditions.

12. Audit

Crowdsec may at any time and at the frequency desired by Crowdsec verify the conditions of execution of the EULA and in particular the conditions of use of the Solution and its functionalities by the End User. Crowdsec may in particular, but not only, analyze the connections made to the Solution by an End User, an End User representative or an Authorized User, the way in which the Solution is used, the way in which the Assets are consulted or the way in which the Assets are transmitted.

This audit may be carried out by Crowdsec or an external auditor.

In the context of these audits, the End User and its Authorized Users agree to cooperate fully with Crowdsec or the auditors appointed for this purpose and to provide them with all necessary information.

In the event that the audit or the usage profile of the Solution reveal breaches of the contractual obligations of the End User under this EULA, Crowdsec may, without prejudice to the possible termination of the license granted on the Solution, invoice the End User for the sums due by the use of the Solution that has not been duly ordered and paid for by the End User, in addition to having all the costs of the said audit borne by the End User. This invoicing will take place retroactively from the date of the last legitimate use of the Solution.

It is agreed between the Parties that Crowdsec may mandate any third party to exercise in its name and on its behalf the rights granted under this article.

13. Personal data protection

13.1.1 When Crowdsec acts as a data controller

As part of the performance and security of the Solution, Crowdsec is required to collect and process some of the End User's personal data and, if applicable, some of the Authorized User's personal data. With regard to Regulation n° 2016/679, known as the General Data Protection Regulation (hereinafter "GDPR"), and the French law of January 6, 1978 known as "Informatique et Libertés", Crowdsec is Data Controller of these data processing, it being understood that Crowdsec has carried out all the useful regulatory formalities. The purposes, the types of data collected or the very high level of security that Crowdsec implement to secure the

data that Crowdsec process, as well as the guarantees for the exercise of the rights of individuals, are described in Crowdsec's "Privacy Policy" accessible by this link: www.crowdsec.net/privacy-policy

13.1.2 When End User acts as a data controller

The End User is also a Data Controller under this law:

- When it provides the Crowdsec Solution with IP addresses, time stamp and attack scenarios ("Provided Assets") that may qualify as personal data, depending on the situation;
- when it uses the Provided Assets of others Parties from the Crowdsec Solution as part of its own processing of personal data.

Crowdsec is not responsible for any regulatory formalities that the End User, as the Data Controller, may have to carry out in relation to the processing of the Provided Assets collected and transmitted to the Solution or used when they are derived from the Solution. As a Data Controller concerning the Provided Assets the End User provides, the End User acknowledges that he/she has complied with all applicable data protection regulations and in particular personal data protection regulations. The End User acknowledges that when he/she uses the Assets within the framework of its own personal data processing, he/she will not systematically block the connections resulting from the IP addresses contained in these Assets but will rather adapt its security processes to take into account the additional risk related to these connections. The End User guarantees Crowdsec against all consequences of such a breach under the conditions provided for in the section "Limitation of liability" to this EULA.

13.1.3 When End User and Crowdsec act as joint controllers

With respect to Crowdsec's processing of the Provided Assets for the purpose of making them available within the Solution, the Parties agree that, to the extent that the Provided Assets should be considered Personal Data, the Parties shall be Joint Controllers with respect specifically to the End User Provided Assets to the exclusion of any other data. As such:

- Both Parties undertake to respect the commitments and obligations provided for in this article and to ensure that their employees, personnel or agents, whether permanent or not, as well as their possible subcontractors, respect the terms thereof, in particular by transmitting to them commitments and obligations similar to those set out below. In this regard, the Parties undertake to ensure that the persons authorized to process Personal Data are trained in Personal Data security issues and are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality;
- The Parties agree that the Provided Assets in this case will be processed by Crowdsec on behalf of both Parties for the agreed purpose of protecting the information systems of the End Users of the Solution and with the same level of security that Crowdsec implements for processing where Crowdsec is the sole controller (performance and security of the Solution).
- Accordingly, the Parties agree that Crowdsec is the natural point of contact of data subjects for the exercise of their rights and that Crowdsec will assume and coordinate the responses to data subjects regarding the processing carried out jointly. The End User undertakes to transmit without delay to Crowdsec any data subject request concerning the exercise of its rights, as well as all relevant information for Crowdsec to answer such requests. The End User shall also warn the data subject that its request has been transmitted to Crowdsec;
- If a Party engages a processor to perform on its behalf all or part of the processing activities described herein, it ensures that this processor shall act in accordance with all provisions in this EULA. Both Parties shall remain fully liable to the other Party for all acts and omissions by any such processors;
- In case of a Provided Asset security breach occurring at one of the Parties, the concerned Party notifies the other Party of the breach without undue delay after becoming aware of it; Its notification contains at least information listed in Article 33 of the GDPR. The Parties will discuss the situation and the information at their disposal without delay so that each Party can, when fulfilling its obligation to notify the competent control authority and, where appropriate, the persons concerned, do so on a joint basis with the other Party;
- the sharing of the Provided Assets will cease at termination or expiry under Article 4 of this EULA. Each Party will delete or anonymize all Provided Assets upon expiration of the retention periods that apply to the processing of such data performed as data controller (art. 13.1.1 and 13.1.2);
- The Parties shall agree to make available to Data subjects the broad outlines of this agreement concerning this joint processing in an efficient and transparent manner.

13.1.4 Whatever the situation

- Each Party shall inform the data subjects of such processings by communicating to them, if necessary, the terms of this Article and undertakes to inform the data subjects at the time of collection of the Provided Assets of the processing carried out by Crowdsec;
- Each Party remains responsible for the Provided Asset they hold and process (once safely received) from the other Party as Data Controller of these Provided Asset, in particular as far as security is concerned. Each Party undertakes to protect Provided Asset against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, in particular where the processing of the data involves the transmission of the Provided Asset within a network, as well as against any other form of unlawful processing or communication to unauthorized persons;

- Given that the Parties process data that they have transmitted to each other, when a Data Subject exercises its rights under the GDPR or other applicable regulations, each Party will manage the requests concerning the Processing of the Personal Data that it has originally transmitted to the other Party. Therefore, if a Data Subject contacts the Party that was not the first recipient of the Personal Data concerning Personal Data transfers between the Parties in relation to the execution of its rights under the GDPR, the Party receiving the request shall inform the other Party of it without undue delay. The other Party contacts the Data Subject in order to let it know that it will handle its request;

- If a Party receives a request or order from any supervisory authority, government agency or investigation, prosecution or national security agency to provide (access to) Personal Data, it shall immediately notify the other Party if this is permitted;

- As provided for in Section 10 of the EULA, each Party agrees to indemnify the other Party against any liability, costs, expenses, losses, claims or proceedings whatsoever arising because of a breach of this article, in particular when this breach is due to a security breach.

14. Suspension or termination of the Solution

Without prejudice to any other rights and by operation of law, Crowdsec may terminate this EULA; or automatically suspend access to or the use; or limit the access or the use of the Solution and the performance of the Services in the event of one of the following circumstances:

- Order or request from governmental authorities, a judicial authority or any other competent administrative authority;
- Failure by the Paying End User to pay amounts due under the EULA, it being specified that:
 - Suspension or termination shall not discharge the Paying End User from its obligation to pay the amounts due under the EULA;
 - And that before suspension of the Solution, Crowdsec may at its sole discretion grant a grace period to the End User. During this period, the End User will be informed of the defective payment by email and any other means deemed useful by Crowdsec.
- Attempt to interfere with the proper working of the Service and its features in any way, including transmitting false or misleading Assets, or misuse the Service in any way, including creating an unusually large number of accounts;
- In all other cases if End User fails to comply with the terms and conditions of this EULA after a formal notice that has remained unsuccessful for a period of five (5) calendar days, issued by Crowdsec, it being specified that such a suspension shall not entitle the End User to any compensation.

In this case, Crowdsec will retain the amounts paid by the Paying End User and, in case of suspension or termination, the Paying End User shall immediately cease using the Solution.

15. Confidentiality

The Parties are bound by an obligation of confidentiality, as defined below, for the duration of the EULA, as well as for two (2) years following the termination of the EULA, for any reason whatsoever.

Confidential information relating to the EULA exchanged in the course of the negotiation and performance of the EULA is hereinafter referred to as "Confidential Information" and means any information, directly or indirectly related in any form, which is communicated by one Party (hereinafter the "Discloser") to the other Party (hereinafter the "Recipient") in any manner whatsoever in connection with the EULA. Confidential Information includes, but is not limited to, information of any kind relating to the Solution, the Environment and Crowdsec's services, as well as the Assets made available via the Solution.

Any dissemination by the End User of any of the above information would constitute a particularly serious prejudice suffered by Crowdsec.

The Recipient undertakes, during the term of the EULA, to maintain the confidentiality of all Confidential Information and in particular:

- Not to use, reproduce, modify or adapt Confidential Information and documents for any purpose other than the performance of the Services;
- To communicate the Confidential Information and documents only to those members of its staff who need to know them in order to perform the Services;
- To take the same measures than the ones it takes with regard to its own Confidential Information to prevent its publication or disclosure to third parties;
- Not to keep any copy, after the end of the EULA, of the Confidential Information and documents transmitted by the Communicant for the purpose of performing the Services.

Recipient agrees to abide by this Agreement and shall ensure compliance with this section by its employees and any subcontractors to whom it has communicated the content of the confidentiality obligation.

The Parties shall clearly inform their personnel of the obligation of confidentiality that covers Confidential Information transmitted and shall oblige them to respect it.

All documents communicated by the Discloser shall remain its exclusive property and shall be returned to it, upon request, by the other Party upon the termination of the EULA.

As an exception to the provisions of this article, the Assets will be considered as Confidential Information but may:

- be exchanged, through the Solution, within the community composed of Crowdsec and the End Users;
- be used by Crowdsec to propose current or new features of the Solution, including by making the Assets public.

The confidentiality obligations do not apply to Recipient when:

- Recipient can prove that the Confidential Information was known to it prior to the date of signing the EULA;
- Recipient can prove that the Confidential Information resulted from an activity performed for its own purposes or for the benefit of an independent and bona fide third party;
- Confidential Information was in the public domain at the date of its disclosure;
- Confidential Information is publicly available by publication or other means of communication, unless this is due to the fault or negligence of Recipient;
- Recipient can prove that the Confidential Information has been communicated to it or may be communicated to it by a third party without a breach of a duty of confidentiality.

It is agreed that this confidentiality obligation does not apply in the event that one of the Parties needs to justify to the tax authorities the entries made in execution of the present document or is subject to an inspection procedure on documents and/or on site by regulatory authorities. This obligation of confidentiality does not apply to lawyers, accountants and auditors of the Parties either, as they are subject to professional secrecy with respect to their clients under the French Penal Code.

16. Miscellaneous

16.1 Force majeure

The Party invoking an event of force majeure must, as soon as such event occurs, notify the other Party by registered letters with acknowledgement of receipt; it will then be exempt from performing its obligations under the EULA for the duration of such an event. However, if this event should last more than thirty (30) days, the Parties may agree to terminate the EULA. In this case, the Paying End-User shall pay for all features provided to the date of termination.

The following are considered as force majeure events, in addition to those usually retained by jurisprudence: war, civil or social unrest, a court injunction, non-performance of its obligations by a third party, including failure in the supply of electrical energy, heating, air conditioning, telecommunications, data transport. Impediments of a temporary nature shall release Crowdsec from its obligations for the duration of the impediment plus an appropriate period of time for the restoration.

16.2 Independence of the Parties

The relationship established between the Parties by the EULA is that of independent contractors, and the Parties do not intend to establish any other relationship between them.

16.3 Subcontracting

Crowdsec may, if it deems necessary, use a subcontractor for any part of the EULA, it being understood that Crowdsec will remain solely responsible to the End User for the compliance of its subcontractors with the terms and conditions defined in the EULA.

Crowdsec will control and validate the part of the service it has entrusted to a subcontractor.

16.4 Complete agreement

The EULA constitutes the entire agreement between the Parties with respect to the use of the Crowdsec Solution licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

No amendment to or modification of this EULA will be binding unless in writing and signed by Crowdsec or published on the Console. No general or specific condition appearing in the documents sent and delivered by the Parties may be incorporated into the EULA.

The fact that one of the Parties does not avail itself of one of its rights or of a breach by the other Party of any of the obligations referred to in the EULA shall not be interpreted for the future as a waiver of the right or obligation in question.

16.5 Use of emails

In application of the provisions of the French Civil Code, the End User hereby accepts that Crowdsec sends him by email the information that would be necessary for the provision of the Services, as well as, more globally, any information sent in the framework of the execution of the EULA. Crowdsec will use the email address indicated when creating accounts on the Solution.

16.6 Proof

In application of the provisions of the French Civil Code, it is expressly agreed between the Parties that, except in the case of an obvious error by Crowdsec, the data recorded on its information systems, its Environments or the Solution and kept in reasonable security conditions, will be considered as proof of any instruction, order, payment, use or level of consumption of feature by the End User or any other exchange (electronic messages,

connections to the Solution, etc.) between the Parties if they are produced in the context of a litigation procedure or otherwise.

These recordings shall be admissible under the same conditions and with the same evidentiary force as any document drawn up, received or kept in writing and shall be deemed authentic between the Parties until proven otherwise. In the event of any discrepancy between the records recorded on Crowdsec's information systems, Environments or Solution shall prevail.

16.7 Export and import

The End User who exports, re-exports, imports or transfers all or part of the Assets, assumes sole responsibility for compliance with applicable laws and regulations and for obtaining the required authorizations. By using the Solution, the End User represents and warrants that he is not located in, under control of, or a national or resident of any U.S. embargoed countries (currently Cuba, Iran, Libya, North Korea, Venezuela, and Syria) or UE embargoed countries or on any U.S. Treasury Department's list of Specially Designated Nationals, U.S. Department of Commerce Denied Person's List or Entity List.

16.8 Language

In the event of documents written in another language and in the event of a dispute between the Parties, only the contract and the contractual documents written in English shall be considered legally binding.

16.9 Partial invalidity

If one or more provisions of the EULA are found to be invalid or declared invalid by law, regulation or final decision of a competent court, the other provisions shall remain in full force and effect unless the invalidated provision(s) is (are) of such a substantial nature that its (their) disappearance would upset the contractual balance.

Notwithstanding the termination or expiration of all or any part of the EULA, the provisions of Sections "Licence Fees", "Warranty", "Limitation of liability", and "Confidentiality", shall survive such termination or expiration for any reason.

16.10 Headings

The section and subsection headings in this Agreement are inserted solely as a matter of convenience and for reference and shall not be considered in the construction or interpretation of any provision hereof.

16.11 Assignment

16.11.1 By Crowdsec

By express agreement, the End User accepts that Crowdsec may transfer all or part of its rights and obligations under the EULA to any third party of its choice.

The End User expressly acknowledges that the transfer of the EULA thus effected releases Crowdsec for the future in the sense of article 1216-1 of the French Civil Code.

16.11.2 By the End User

The rights and/or obligations that are defined in the EULA cannot be assigned, sold or transferred in any way, or be novated, delegated, in whole or in part, by the End User without the prior written consent of Crowdsec.

16.12 Applicable law

The EULA is subject to French law.

The Contracting Parties shall keep each other informed of any difficulties that may arise from the interpretation or execution of this EULA, and shall take all appropriate steps to resolve them. In the event of a dispute, they shall endeavor to reach an amicable settlement.

In the event of failure to reach an amicable settlement, any dispute concerning the conclusion, entry into force, interpretation, application, termination and consequences of the EULA shall be brought before the competent courts within the jurisdiction of the Paris Court of Appeal, even in the event of summary proceedings, incidental application, multiple defendants or third-party proceedings.

For the execution of the EULA and its consequences, the Parties elect domicile at the addresses of their respective registered offices.