

Vorlon Terms of Use
Last Updated: 09/18/23

Please read these Terms of Use (the “**Terms**”) and our Privacy Policy (located at <https://www.vorlonsecurity.com/privacy-policy>) (“**Privacy Policy**”) carefully because they govern your use of the website located at <https://www.vorlonsecurity.com> (the “**Site**”) and the product(s) and associated services offered by Vorlon, Inc. (“**Vorlon**,” “**we**,” “**us**,” “**our**”). To make these Terms easier to read, the Site, our products and our services are collectively called the “**Services**.”

1. Description of Services. Vorlon’s products are designed to offer visibility into third party application data, discover abnormal activity by third party applications, identify unknown third party applications, monitor API endpoint usage, and provide related services. Vorlon may offer you professional services, such as implementation or integration services, that may be subject to additional fees or costs that you agree to pay as communicated to you by your designated Vorlon account executive.

2. Agreement to Terms. By using the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not access or use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity.

3. Privacy Policy. Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share personal information.

4. Changes to these Terms or the Services. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site and/or may also send other communications. It’s important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

5. Who May Use the Services?

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Vorlon, and not otherwise barred from using the Services under applicable law.

6. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

7. One-Time Payments and Subscriptions. Vorlon requires payment of a fee for use of the Services (or certain portions thereof) and you agree to pay such fees. Vorlon may require you to make a one-time payment (“**One-Time Payment**”) or purchase a subscription (“**Subscription**”), depending upon the Services you choose to purchase.

(a) General. Whether you make a One-Time Payment or purchase a Subscription (each, a “**Transaction**”), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “**Payment Information**”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

(b) Subscriptions. If you purchase a Subscription, you will be charged the annual Subscription fee, plus any applicable taxes, and other charges ("**Subscription Fee**"), at the beginning of your Subscription and each year thereafter, at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE VORLON TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. No less than fifteen (15) days and no more than forty-five (45) days before your Subscription term ends, or otherwise in accordance with applicable law, Vorlon will send you a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Vorlon. Your Subscription continues until cancelled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

(c) Cancelling One-Time Payment or Subscription. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR ONE-TIME PAYMENT OR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we'll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an email to info@vorlon.io. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current Subscription period and will then terminate without further charges.

8. Vorlon's Intellectual Property. We exclusively own all right, title and interest in and to the Services and any content made available through the Services, including all associated intellectual property rights. You acknowledge that the Services and content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services and content. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Services and content made available to you, solely for your non-commercial purposes.

9. General Prohibitions. You agree not to do any of the following:

(a) Use, display, mirror or frame the Services or any individual element within the Services, Vorlon's name, any Vorlon's trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Vorlon's express written consent;

(b) Access, tamper with, or use non-public areas of the Services, Vorlon's computer systems, or the technical delivery systems of Vorlon's providers;

(c) Attempt to probe, scan or test the vulnerability of any Vorlon system or network or breach any security or authentication measures;

(d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Vorlon or any of Vorlon's providers or any other third party (including another user) to protect the Services;

(e) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Vorlon or other generally available third-party web browsers;

(f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

- (g) Use any meta tags or other hidden text or metadata utilizing a Vorlon trademark, logo URL or product name without Vorlon's express written consent;
- (h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (m) Impersonate or misrepresent your affiliation with any person or entity;
- (n) Violate any applicable law or regulation; or
- (o) Encourage or enable any other individual to do any of the foregoing.

Vorlon is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

10. Links to Third Party Websites or Resources. The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

11. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at info@vorlon.io. Upon any termination, discontinuation or cancellation of the Services or your access to the Services, the following Sections will survive: 7 (only for payments due and owing to Vorlon prior to the termination), 8, 9, 11, 12, 13, 14, 15, and 16.

12. Warranty Disclaimers. THE SERVICES AND CONTENT MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICES. YOU MAY NOT RELY ON ANY INFORMATION OR OTHER DATA PROVIDED THROUGH THE SERVICES, INCLUDING THE MISIDENTIFICATION OF, MISCHARACTERIZATION OF, OR OTHER FINDINGS RELATED TO ANY THIRD PARTY APPLICATIONS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

13. Indemnity. You will indemnify and hold Vorlon and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without

limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, or (b) your violation of these Terms.

14. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VORLON NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VORLON OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, IN NO EVENT WILL VORLON'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO VORLON FOR USE OF THE SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR FIFTY DOLLARS (\$50) IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO VORLON, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VORLON AND YOU.

15. Governing Law and Forum Choice. These Terms will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties irrevocably consent to the personal jurisdiction and venue therein.

16. General Terms.

(a) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Vorlon and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Vorlon and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Vorlon's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Vorlon may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) Notices. Any notices or other communications provided by Vorlon under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(c) Waiver of Rights. Vorlon's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Vorlon. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

17. Contact Information. If you have any questions about these Terms or the Services, please contact Vorlon at info@vorlon.io.