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End User Terms

Netcraft Ltd. and its affiliates (collectively, "Netcraft") is providing you access to its cloud-hosted cybercrime disruption software and related services, (the "Services") via an agreement (the "Agreement"). Any use of the cloud-hosted cybercrime disruption software and related services (the "Services") by you ("Customer") is subject to these End User Terms (the "End User Terms") and any additional click-wrap agreements, which may be required to be accepted by an Authorized User (as defined below) before accessing the Services. Netcraft and Customer shall each be referred to herein as a "Party" and collectively as the "Parties."

BY WAY OF ACCESSING OR OTHERWISE USE OF THE SERVICES, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU THEN HAVE NO RIGHTS TO THE SERVICES AND SHOULD THEREFORE NOT ACCESS THE SERVICES.

1 Structure of Agreement and Order of Precedence

- 1.1 Customer may from time to time execute written or electronic orders for Netcraft services in the form of an order form ("Order Form") that shall specify the services to be performed under the terms of the End User Terms (the "Services").
- 1.2 These End User Terms together with all executed Order Forms constitutes a complete agreement regarding the provision of those Services to Customer.
- 1.3 The following order of precedence shall apply to these End User Terms:
 - a. These End User Terms;
 - b. The Order Form.

2 Term and Termination

- 2.1 These End User Terms will commence upon signing of an Order Form Customer and shall continue until terminated, as provided under this Section 2.
- 2.2 The Services will be provided for the duration of the Subscription Period specified in the Order Form.
- 2.3 Netcraft shall be entitled to immediately terminate these End User Terms and/or an applicable Order Form by notice in writing to Customer if Customer has:
 - a. passed a resolution for winding up its business (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect;
 - a. made any voluntary arrangement with its creditors or become subject to an administration order;
 - b. an administrative receiver appointed for it or over any part of its undertaking or assets;
 - c. ceased, or threatens to cease, to carry on its business in the ordinary course; or
 - d. committed a material breach of these End User Terms or an applicable Order Form, and (in the case of remediable breach) fails to remedy the breach after receiving thirty (30) days' written notice.
- 2.4 If Netcraft determines in its reasonable discretion that continued provision of the Services to Customer is likely to bring Netcraft into disrepute, creates an unreasonable burden on Netcraft's personnel or is causing or may cause Netcraft to violate applicable law, Netcraft shall have the right to terminate these End User Terms and/or any Order Form hereunder upon 10 days written notice to Customer. If Netcraft terminates these End User Terms and/or any Order Form pursuant to this Section 2.4, the Customer will be due a pro rata refund for any outstanding time left in the Subscription Period for the terminated Service(s). The termination of any individual Order Form(s) will not terminate these End User Terms, or any remaining Order Form(s).
- 2.5 If there are no active Order Forms under these End User Terms, either Netcraft or Customer may terminate these End User Terms upon written notice to the other.
- 2.6 On the termination of these End User Terms for any reason: (i) Customer's and its Authorized Users' right to access or use the Services shall terminate; (ii) at the request of either Party, the other Party shall promptly return, destroy or purge all Confidential Information of the requesting Party, provided that a Party may retain: (a) copies of Confidential Information that are automatically created and stored in routine computer system backups or archival systems and which cannot reasonably be deleted; and (b) archival copies kept solely for legal, regulatory, or bona fide record-keeping purposes, provided further that any such retained Confidential Information shall remain subject to the confidentiality, security, and non-use obligations of these End User Terms and shall not be accessed or used for any purpose other than those permitted above; and (iii) every provision of these End User Terms which, by their terms, should be reasonably understood to survive, shall do so (including, without limitation, all accrued or outstanding payment obligations).

3 Confidentiality

- 3.1 The Customer acknowledges and agrees that the Services contain Netcraft Confidential Information and are licensed only for the Customer's own use in accordance with these End User Terms and are not to be resold, sublicensed or otherwise made public or available to any third party except as expressly permitted hereunder.

Each Party acknowledges that the other Party may disclose its Confidential Information to the other in the performance of an Order Form and these End User Terms. Accordingly, each Party shall: (a) keep the Confidential Information disclosed by the other Party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving Party's or its affiliates' Authorized Users (as defined below), employees or professional advisors on a need-to-know basis and who are bound by obligations of confidentiality no less restrictive than those contained herein. As used herein, "Confidential Information" means information in the possession or under the control of a Party of a non-public or proprietary nature relating to the technical, marketing, product and/or business affairs or trade secret information of that Party in oral, graphic, written, electronic or machine-readable form. For the avoidance of doubt, the pricing contained herein or in any Order Form will be considered the Confidential Information of Netcraft. This undertaking does not apply to Confidential Information that:

- a. at the time of disclosure is in the public domain or otherwise comes into the public domain other than by virtue of a breach of these End User Terms (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);
- b. becomes rightfully known by the receiving Party without confidential restriction from another source;
- c. was lawfully possessed prior to such disclosure;
- d. is required to be disclosed by law or has been instructed to be disclosed by a court of competent jurisdiction or relevant regulatory authority; or
- e. has been independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information.

- 3.2 The receiving Party will use the same standards to protect the Confidential Information of the disclosing Party as it affords its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The receiving Party will remain liable for the breach of any confidentiality obligations hereunder by its or its affiliates' employees or professional advisors.

- 3.3 If the receiving Party is required by law to disclose any Confidential Information of the disclosing Party, to the extent not prohibited by applicable law, the receiving Party must promptly notify the disclosing Party of such disclosure requirement and provide all reasonable assistance and cooperation in any efforts by the disclosing Party to prevent or limit such disclosure, at the disclosing Party's sole expense.

This Section 3 expressly supersedes and overrides any other confidentiality or nondisclosure agreement, verbal or written, between the Parties.

4 Information Security

Netcraft shall take commercially reasonable administrative, technical, physical and organisational measures designed to protect against: (i) unauthorised or unlawful processing of Customer Data and (ii) accidental loss or destruction of, or damage to, Customer Data. The foregoing shall be undertaken having regard to: (a) the state of technological development, (b) the cost of implementing any measures, (c) the nature of Customer Data and (d) severity of the impact on the Customer.

5 IPR and Indemnity

- 5.1 As between the Customer and Netcraft, the Netcraft Intellectual Property is, and shall at all times remain, the sole and exclusive property of Netcraft. The Customer will not have any rights to the Services except as expressly granted in these End User Terms.

"Netcraft Intellectual Property" means the Services, Service Data, Netcraft Content (as defined below), and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Netcraft and/or its licensors that are delivered, provided or used by Netcraft in the course of performing the Services, as well as all other intellectual property owned by Netcraft and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as any underlying source code and object code related thereto.

- 5.2 Customer may be provided with, or given access to, proprietary content and data that is created by Netcraft or generated by the Services which includes information such as suspicious URLs and domains, lists of malware, information about phishing campaigns, indicators of compromise, data feeds, botnet information and other proprietary threat intelligence (collectively, "Netcraft Content"). Netcraft grants Customer and its Authorized Users a revocable, limited, non-exclusive, non-sublicensable and non-transferable right during the Subscription Period to access and use the Netcraft Content for Customer's internal business purposes solely as part of Customer's use of the Services.

- 5.3 Customer and its Authorized Users shall not, directly or indirectly: (a) enable any person or entity other than Customer's Authorized Users to access and use the Services or transmit the Services, or any portion or output thereof, in any human readable format; (b) sell, resell, license, sublicense, rent, lease or distribute the Services, any Netcraft Content or any derivative work thereof; (c) "frame" or "mirror" the Services or any Netcraft Content contained therein for the benefit of any third-party; (d) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Services (except to the extent such restriction is limited under applicable law); (e) access or use the Services, Netcraft Content, or documentation for purposes of competitive analysis or the development, provision or use of competing products or services; (f) remove, obscure or alter any proprietary notice related to the Services; (g) conduct security or vulnerability tests of the Service, interfere with its operation or circumvent its access restrictions; or (h) use or permit others to use the Services other than as described in these End User Terms, or for any unlawful purpose.

"Authorised User(s)" means any individual employee, agent or contractor of Customer who is authorised by the Customer to use the Services and who is not itself a direct or indirect competitor of Netcraft or an employee, agent or contractor of a direct or indirect competitor of Netcraft. Customer shall at all times remain responsible to Netcraft for the actions and omissions of its Authorized Users as if they were Customer's own actions and/or omissions

- 5.4 If the Services become, or in Netcraft's opinion is likely to become, the subject of an infringement claim, Netcraft may, at its option and expense, either (a) procure for the Customer the right to continue using the Services; or (b) replace or modify the Services so that they become non-infringing and remain functionally equivalent. If Netcraft determines that these alternatives are not reasonably available, Netcraft may terminate the Services without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. Netcraft will defend at its own expense any action against the Customer brought by a third party to the extent that the action is based upon a claim that the Services infringe such third party's valid U.S. or European patent or copyright existing as of the effective date of these End User Terms, and Netcraft will pay the reasonable defence costs and damages finally awarded against the Customer in any such action that are specifically attributable to such claim. The foregoing obligations are conditioned on the Customer notifying Netcraft promptly in writing of such action, the Customer giving Netcraft sole control of the defence thereof and any related settlement negotiations, and the Customer cooperating and, at Netcraft's request and expense, assisting in such defence. Notwithstanding the foregoing, Netcraft will have no obligation under these End User Terms with respect to any infringement claim based upon any use of the Services not in accordance with these End User Terms or for purposes not intended by Netcraft. This Section 5.4 states Netcraft's sole and exclusive liability, and the Customer's sole and exclusive remedy for the actual or alleged infringement of any third-party intellectual property right by the Services.

6 Data

- 6.1 As between Netcraft and the Customer, the Customer Data remains the sole property of the Customer. Customer, on behalf of itself and its affiliates and Authorized Users, hereby grants to Netcraft a non-exclusive, royalty-free, right and license during the applicable Subscription Period to use, reproduce, transmit, perform, display and store the Customer Data to provide and improve the Services and support in accordance with these End User Terms or the Customer's instructions. Netcraft may use the Threat Identifiers for any lawful business purpose. As between Netcraft and the Customer, the Service Data, remains the sole property of Netcraft; provided however, the Customer may use any insights or reporting generated by the Services solely for its internal business purposes. The foregoing shall not preclude Netcraft from using any information that is publicly available.

"Customer Data" means any information, data or content that the Customer or its Authorized Users submit to, or use with, the Services but excludes any Threat Identifiers.

"Threat Identifiers" mean any phishing URLs, crimeware or other threat identifiers either provided by the Customer to Netcraft through Customer's use of the Services or collected by Netcraft in the ordinary operation of the Services, including any evidence provided in connection with the foregoing.

"Service Data" means all models, observations, reports, analyses, statistics, databases and other information created, compiled, analysed, generated or derived by Netcraft in the course of providing the Services.

- 6.2 Customer acknowledges and agrees that: (a) both Parties shall act as independent Controllers of any Personal Data disclosed by Customer to Netcraft for SSO purposes (i.e. Authorized User account creation and management); (b) no other Personal Data is required for the delivery of the Services unless Customer has purchased Abuse Box related Services; and (c) Customer shall not send any other Personal Data to Netcraft.

"Controller" has the definition ascribed to it under the GDPR.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation: (a) the UK GDPR as brought into effect by section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 as amended or replaced from time to time ("GDPR"); (b) the Data Protection Act 2018 (and regulations made thereunder) as amended or replaced from time to time; and (c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or replaced from time to time.

"Personal Data" has the definition ascribed to it under the GDPR.

"Processing" has the definition ascribed to it under the GDPR.

"Processor" has the definition ascribed to it under the GDPR.

7 Takedown Request

If Takedown Requests are requested by Customer, Netcraft or its affiliate, may initiate Takedown Requests with the applicable Source Platform. In such case, Customer grants to Netcraft and its affiliates for the Subscription Period a limited, revocable appointment to submit Takedown Requests on behalf of Customer (and any Customer affiliate and Authorized Users) and agrees to provide written authorizations upon Netcraft's reasonable request that Netcraft or its affiliate can share with the third-party provider(s) to confirm Netcraft's or its affiliate's authority to submit such Takedown Requests. Customer acknowledges and agrees that Netcraft does not and cannot control the processing of Takedown Requests by Source Platforms or other third-party providers. The Source Platform ultimately determines whether to process a Takedown Request in its sole discretion, thus Netcraft does not guarantee success of any Takedown Request or provide legal advice with respect to whether a Source Platform will agree to process a Takedown Request.

"Source Platform" means an app, site or platform hosted by a third party (or Customer) that allows its users to share and store data, content and other material, such as traditional websites, social networking platforms and mobile app stores.

"Takedown Request" means a request submitted by Netcraft to a Source Platform or other online service provider on Customer's behalf to remove data, content or other material that violates applicable law, infringes intellectual property rights, or otherwise violates applicable third-party terms of service.

8 Limitation of Liability

- 8.1 EXCEPT IN THE CASE OF: (A) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; (B) A PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; (C) A PARTY'S INDEMNIFICATION OBLIGATIONS; (D) DIRECT PARTY LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (E) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW: (I) NEITHER PARTY (INCLUDING ITS AFFILIATES AND SUBCONTRACTORS) SHALL BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, AND ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS ARISING OUT OF OR RELATED TO THESE END USER TERMS OR THE USE OR INABILITY TO USE THE SERVICES, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH LOSS; AND (II) EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR ANY LOSS SUFFERED BY THE OTHER PARTY ARISING OUT OF OR RELATED TO THESE END USER TERMS (WHETHER IN TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY HOWSOEVER ARISING), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE) SHALL NOT EXCEED THE FEES RECEIVED OR RECEIVABLE BY NETCRAFT UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE CUSTOMER ACKNOWLEDGES THAT NETCRAFT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICES. THE FOREGOING LIABILITY LIMITATION SHALL NOT APPLY TO CUSTOMER'S BREACH OF SECTION 5.3.
- 8.2 THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ALLOCATION OF RISK CONTAINED IN THIS SECTION 8 (I) IS REFLECTED IN THE FEES; (II) FAIRLY ALLOCATES THE PARTIES' RISKS; (III) IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE PARTIES' BARGAIN; AND (IV) IS ALSO A RECOGNITION OF THE FACT THAT, INTER ALIA, IT IS NOT WITHIN NETCRAFT'S CONTROL HOW AND FOR WHAT PURPOSE CUSTOMER USES THE INFORMATION SUPPLIED AS PART OF THE SERVICES.

9 Disclaimer

NETCRAFT (AND ITS SUPPLIERS AND LICENSORS) PROVIDES THE SERVICE AS-IS. EXCEPT AS EXPRESSLY (I) REPRESENTED, (II) WARRANTED OR (III) OTHERWISE PROVIDED HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NETCRAFT (AND ITS SUPPLIERS AND LICENSORS) HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) OR STATUTORY, AS TO ANY MATTER WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NETCRAFT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ON ITS BEHALF AND ON BEHALF OF ITS LICENSORS. NETCRAFT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR BE ERROR-FREE. THE CUSTOMER ACKNOWLEDGES THAT NETCRAFT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE. NETCRAFT DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK OR ANY OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS, PROBLEMS RELATED TO THE SERVICE OR ITS USE, LOSS OF PERSONAL CONTENT ON THE SITES NOT WITHIN NETCRAFT'S REASONABLE CONTROL.

10 Service Improvements and Availability

- 10.1 Netcraft reserves the right to make any changes to the Services and any related documentation that it deems necessary or useful, including, but not limited to, those changes necessary to comply with applicable law. Unless required by applicable law, such changes will not materially reduce the core functionality of the Services.
- 10.2 Netcraft will use commercially reasonable endeavours to ensure the availability of the Services. The provision of the Services may be interrupted from time to time, including when Netcraft conducts improvements or other industry standard and periodic maintenance on its own systems, when its own internet connection is unavailable, and when, through outages and congestion elsewhere on the internet, Netcraft's network cannot be reached from some other parts of the internet.
- 10.3 If the Services are unavailable continuously for three (3) days or unavailable for an aggregate of one hundred and twenty (120) hours within the Subscription Period the Customer may terminate the Services and receive a pro-rated refund for the unused portion of the Subscription Period.
- 10.4 Netcraft may suspend Customer's access to the Services due to a Suspension Event, but where practicable will give Customer prior notice so that Customer may seek to resolve the issue and avoid suspension. Netcraft is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of applicable law. Once the Suspension Event is resolved, Netcraft will promptly restore Customer's access to the Services in accordance with these End User Terms. "Suspension Event" means (a) any Fees owed by Customer are thirty (30) days or more overdue, (b) Customer is in breach of Section 5.3 or (c) Customer's use of the Services risks material harm to the Services, Netcraft or other Netcraft customers.

11 Force Majeure

Neither Party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under these End User Terms due to any cause outside its reasonable control. Such delay or failure shall not constitute a breach of these End User Terms and the time for performance of the affected obligation shall be extended by such period as is reasonable under the circumstances.

12 Severability

If any term or provision of these End User Terms is found by a court of competent jurisdiction or other competent authority to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these End User Terms or invalidate or render unenforceable the remainder of these End User Terms. These End User Terms may be modified to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13 Notices

All notices required or permitted to be given under these End User Terms shall be in writing and shall be sent by letter, facsimile or delivered by hand to the registered office address or such other address as the receiving Party may from time to time designate.

14 Waiver

The failure of either Party hereto at any time to enforce any provision of these End User Terms shall in no way affect its right thereafter to require complete performance by the other Party, nor shall the waiver of any breach of any provision be taken or be held to be a waiver or any subsequent breach of any provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

15 Assignment

Neither Party shall assign any rights or obligations hereunder without the other's prior written consent which will not be unreasonably withheld, delayed or conditioned; provided, however, Netcraft may assign these End User Terms without the Customer's prior written consent in the context of a merger, acquisition or sale of assets. Any purported assignment to the contrary is void and, subject to the foregoing, these End User Terms will inure to and bind all successors, assigns, receivers, and trustees of the applicable Party.

16 Ordinary Course Providers

Netcraft's Services are a cloud-based service that currently utilizes third-party commercial hosting services and other third-party service providers to assist Netcraft in providing the Services to the Customer, but not specifically for the Customer (collectively, "Ordinary Course Providers"). Netcraft may engage, use, and substitute Ordinary Course Providers and its own affiliates as it deems appropriate; provided that Netcraft shall at all times remain responsible to Customer for the actions and omissions of its Ordinary Course Providers and affiliates undertaken in connection with these End User Terms as if they were Netcraft's own actions and/or omissions.

17 The Parties' Relationship

The Parties are independent contractors. The details of the method and manner for performance of the Services by Netcraft shall be under Netcraft's own control, Customer being interested only in the results thereof. Nothing in these End User Terms may be construed as creating any agency, partnership, joint

venture or other form of joint enterprise between the Parties. Neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

18 Third Party Rights

Nothing in these End User Terms is intended to confer any benefit on any third Party who is not a Party to these End User Terms or any right to enforce a term of these End User Terms. As such and if applicable, all rights under the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

19 Entire Agreement

Save for fraudulent misrepresentations made by either Party, these End User Terms are the entire agreement of the Parties concerning the subject matter of these End User Terms and supersedes all prior agreements, communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any statements, warranties, representation (oral or written) made but not embodied in these End User Terms. The printed terms of any purchase order or other correspondence and documents of the Customer issued in connection with these End User Terms shall not apply unless expressly accepted in a duly signed writing by Netcraft. Except as otherwise permitted by these End User Terms, no variation of the provisions of these End User Terms shall be effective unless expressly agreed in writing by both Parties.

20 Governing Law and Jurisdiction

Depending on where the Customer's place of business is as detailed in an applicable Order Form: (a) these End User Terms shall be interpreted, governed and construed in accordance with the laws as stated in the table below, without giving rise to any conflict of laws principles; and (b) relating to any dispute under these End User Terms, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts as stated in the table below. In any event, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and Services and Uniform Computer Information Transaction Act are expressly excluded from application to these End User Terms.

	Governing Law	Jurisdiction
If Customer's place of business as detailed in an applicable Order Form is anywhere except the United States of America	England and Wales	England and Wales
If Customer's place of business as detailed in an applicable Order Form is in the United States of America	State of New York	New York County, New York

21 Export Control

The Parties shall comply with Export Control Laws in the performance of these End User Terms. Customer shall not directly or indirectly export, re-export, release or transfer Confidential Information in violation of Export Control Laws. Customer is solely responsible for compliance with Export Control Laws related to Customer Data, including obtaining any required export authorisations for Customer Data. Customer shall not use the Services from any countries prohibited and/or sanctioned under Export Control Laws. Customer represents and warrants that Customer is not subject to any sanctions under Export Control Laws.

Upon Netcraft's request, Customer shall promptly provide information and any reasonably required documents to support obtaining an export authorisation.

"Export Control Laws" means all applicable import, export control and sanctions laws and restrictive measures, including without limitation: (a) the laws of the United Kingdom, the European Union, the United States of America and any other applicable jurisdiction; and (b) any measures implemented and enforced by the United Nations and any other applicable intergovernmental organisation.