

## End User License Agreement for Lynis Enterprise

### License scope

CISOfy hereby grants to the rightful acquirer of Lynis Enterprise ("you") a right to use this software.

The software may be used on an unlimited number of computers within your organization. Simultaneous use however is limited to the authorized number of computers. The mandatory license manager software enforces this restriction; it is forbidden to deinstall, manipulate or circumvent this software.

It is expressly forbidden to

- reverse engineer the source code of the software or to decompile the software, except to the extent permitted by mandatory law or applicable open source license;

- provide copies of the software to third parties ;

- sublicense the software or otherwise make available the software to third parties, including by rental, Software-as-a-Service models or otherwise;

- modify the software, except to the extent permitted by mandatory law;

- remove indications of CISOfy as copyright holder of the software or to remove or render illegible any part thereof.

You may make a backup copy of the software. This backup copy may not be used or traded or distributed in any way, except in conjunction with the original software.

### Intellectual property

All right, title and interest to the software, the accompanying documentation and all modifications and extensions thereto rest and remain with CISOfy. You only have the rights and permissions explicitly granted to you by this agreement or granted in writing otherwise. You may not use, copy, distribute or publish the software in any other manner.

The software comprises third-party open source software. The respective third-party rights holders grant you the rights indicated in the applicable open source licenses. These licenses can be found in the documentation. This end user license agreement does not apply to this open source software, and nothing in this agreement shall be construed as a limitation of any right granted to you under an open source license.

Because the usage right is coupled to an obligation to pay, CISOfy has the right to periodically perform an audit to verify your compliance with these license terms, in particular related to the use of the license manager software. The audit shall be performed by an independent third party (such as a chartered accountant) in confidence. The auditor may only report the data relevant for the compliance verification to CISOfy. The costs of the audit shall be borne by CISOfy, unless the report reveals that you have failed

to pay the right license fee.

### **Consideration**

You are solely responsible for installation and usage of the software. The documentation will provide recommended requirements for the hardware and software environment.

The usage right is subject to payment of a recurring license fee for the term of this license agreement. You will be separately informed about the manner of payment by CISOfy.

CISOfy is entitled to adjust the recurring license fee once per calendar year. You will be informed of upcoming adjustments at least two months in advance.

You must register to use this software. During registration CISOfy processes certain of your personal data. In addition to the data requested in the registration form the IP-address from which the registration is undertaken is recorded, as well as information regarding the software. This personal data is only used for the execution of the license agreement and related purposes such as the making of related offers or notifications of available updates.

Personal data will be deleted when it is no longer necessary for execution of this agreement, unless applicable law demands that the data is retained for a longer period. Consult the privacy policy of CISOfy referred to during registration.

Use of the software additionally requires activation. Activation takes place during installation..

To complete activation the software performs an activation protocol via the internet with a server operated by CISOfy.

### **Updates**

CISOfy from time to time releases updates that address bugs or improve the functioning of the software.

The software periodically checks for available updates and automatically downloads and installs these. No liability is accepted for any damage caused by bugs addressed in an update not installed by you.

An update may provide terms additional to the terms of this agreement. You will be informed in advance if this is the case and you will have an opportunity to refuse that update. By installing such an update you accept the additional terms, which then become part of this agreement.

### **Support**

CISOfy is prepared to provide you with support in accordance with a separate maintenance agreement to be agreed upon. Contact CISOfy for details. Without such an agreement CISOfy is under no obligation to provide you with any support for the use of Lynis Enterprise, except for issues that constitute a violation of a warranty granted below, except for bug reports supplied by you.

### **Guarantees and liability**

CISOfy guarantees that Lynis Enterprise substantially operates as described in the documentation; that Lynis Enterprise contains no viruses, backdoors or malicious routines; that Lynis Enterprise violates no third-party rights (such as copyrights), excluding any violations arising out of a particular use of the software; it will use its best efforts to investigate any reported bugs as soon as is practical and to repair such bug or create a workaround (but may delay repairing bugs with limited impact until the next planned update); but nothing else.

Except in cases of intentional misconduct or gross negligence or the violation of a warranty granted above CISOfy is not liable towards you, regardless of ground, for any damages in connection with Lynis Enterprise.

No liability exists in case damages were not reported timely after discovery to CISOfy. In addition no liability exists if the cause of damage is beyond the control of CISOfy.

### **Term of the agreement**

This agreement enters into force when you start use of the software and remains in force for one year.

Unless the agreement is terminated at least one month prior to the end of this period, the term is extend with successive periods of one month of equal length.

This agreement terminates automatically and immediately in case you enter into bankruptcy, apply for a suspension of payments, your assets are seized, you pass away, or in case you enter into liquidation, legal dissolution or winding-up.

After termination of the agreement (regardless of reason) you must cease all use of Lynis Enterprise. In addition you must remove all copies (including backup copies) of Lynis Enterprise from all computer systems under your control.

### **Miscellaneous terms**

Dutch law applies to this end-user license agreement.

Unless dictated otherwise by mandatory law, all disputes arising in connection with this agreement shall be brought before the competent Dutch court for the principal place of business of CISOfy.

A finding that any particular provision of this agreement is legally void shall not affect the validity of the entire agreement. In such a case the parties shall determine a replacement provision that is legally valid and approximates the intent of the offending provision as much as possible.

CISOfy may assign its rights and obligations under this agreement to a third party that acquires the relevant business or the copyrights to Lynis Enterprise from her.

### **CISOfy EULA v1.0, Lynis Enterprise**