

TERMS OF USE OF THE TRIAL VERSION OF THE DX SCANNER ENTERPRISE

These terms and conditions of distribution (the “**terms**”) form an integral part of the **agreement** between **you** (customer) and **us, provider DX Heroes LTD**, a private limited company incorporated under the laws of the United Kingdom, Company No. 11892468 with the registered office in 71-75 Shelton Street, Covent Garden, London, England, WC2H9JQ, United Kingdom, registered by the Registrar of Companies for England and Wales.

We and us may jointly be referred to as “parties” and individually as a “other party”.

By ticking off the checkbox next to the terms and by continuing to the following page in the registration forms, you confirm that you have read the terms and agreed to them.

The software product DX Scanner Enterprise IS AIMED ONLY FOR USE BY THE TRADERS AND SHALL NOT BE USED BY THE CONSUMERS. By confirming the terms you undertake that you use DX Scanner Enterprise only for purposes related to your trade or business. Use of this software product by the consumers will be qualified as an unauthorized use.

Your right to use DX Scanner Enterprise is time-limited, because this version is a TRIAL RUN that is provided free of charge. We will notify you 2 weeks before we finish the TRIAL RUN and provide you with the price offer before the launch.

1. DEFINITIONS AND LIST OF THE LINKS AND CONTACTS

1.1. Unless otherwise provided in the terms, the meaning of capitalized words is following:

- “**Software**” is a software application DX Scanner Enterprise that consists of computer programs, databases, graphical and text elements and other elements that constitute the application. The Software serves developers to scan their source code and data from the repository in order to identify the strengths and flaws in the source code stored in the repository and to fix some of the problems in a simplified way.
- “**Scanned Software**” is “your” software that you connect with the Software through available API to use the functionalities of the Software. You guarantee that you have sufficient rights to do so.

1.2. You confirm that you have read and agreed to the following documents, that are referred to in the terms. These documents are available under the following links:

- **Technical Documentation:**
<https://github.com/DXHeroes/dx-scanner/blob/master/README.md>
- **List of FOSS Components:**
<https://github.com/DXHeroes/dx-scanner/blob/master/yarn.lock>
- **Privacy Policy:**
<https://dxscanner.io/privacy-policy.pdf>
- **Open source project DX Scanner (under MIT license):**
<https://github.com/DXHeroes/dx-scanner>

1.3. You can use the following contacts to contact us:

- **Contact of the support:** dev@dxheroes.io (here you can notify any issues or incidents)
- **Contact for business matters:** info@dxheroes.io

2. SUBJECT OF THE AGREEMENT

2.1. We grant you with non-exclusive authorization to use the Software under conditions set by these terms.

3. CONCLUSION OF THE AGREEMENT AND ACCESS TO THE SOFTWARE

3.1. The agreement is concluded electronically on our website dxscanner.io by performing all following steps:

- (1) you will select that you wish to use the Software on our website,
- (2) you will be directed to registration page where you will have several options to log in through your existing account for products provided a third party (such as Google or GitHub account),
- (3) there is a link available to these **terms and privacy policy**. You will **read them carefully** and if you agree, you will tick off the checkbox. **By ticking off this checkbox and continuing to the following page you agree** to these terms and privacy policy.

At this moment, the agreement that governs use of the Software is concluded.

1.2. To start using the Software, when you complete three steps above, the access token for your business will appear on our website to you. The access token will be available only to you and your users that you determine as administrators. You or your administrator will enter in your source code repository (GitHub or GitLab) to integrate your source code with the Software.

1.3. You shall make sure that the identification details in your account used to access the Software are true, complete and accurate. If these information change, you shall update them in your account without undue delay.

1.4. You shall protect the login details from loss or misuse by a third person (and ensure protection by your employees, if applicable). If you learn that the login details leaked, you shall inform us immediately.

2. TECHNICAL REQUIREMENTS

2.2. The Software is a cloud solution. You shall make sure that you fulfil the requirements set in the Technical Documentation (see the link in article 1) to make everything work correctly. These requirements can change time to time as we update the Software.

2.3. It is your responsibility to create back-ups for all data that are processed by the Software. We are not liable for any disruption of integrity, loss or damage of your data.

3. USE OF THE SOFTWARE

3.2. The Software and its elements are protected under copyright law. You shall not use it contrary to this article.

- 3.3. The Software contains a number of free and open source software components (FOSS). The complete **List of the FOSS Components** and the license terms that govern the original works is available under the link in the list of links in article 1.
- 3.4. We grant you with a **non-exclusive authorization** to use the Software by regular use of its functionalities in line with the Technical Documentation. You are not allowed to use the Software in any way that could constitute competition towards us or could harm us or our reputation.
- 3.5. This authorization is not limited in territory and amount of user accounts for your users.
- 3.6. The authorization is granted only temporarily for the term of trial run. The authorization terminates 2 weeks after we notify you of the end of trial-run per e-mail.
- 3.7. You shall not distribute, rent, lend the Software nor make your login details available to any third person. You shall not make the Software subject to penetration testing nor conduct similar interference in the Software or enable a third person to do such activity for you. You shall not make the Software available to any third person with the exception of your users that have agreed to **these terms**. Except for them, you are not allowed to grant any other third person with authorization to use the Software. You are liable for any breach of the rules set in this article by such third person. You cannot assign your authorization to use the Software to anyone else.
- 3.8. You will not have access to the complete source codes of the Software, because the Software as a whole is covered by these proprietary terms.
- 3.9. You can integrate the Software with “your” Scanned Software on the basis of API for the purpose of using regular functionalities of the Software. The API Documentation is available to you under the link listed in article 1. However, you shall not connect the Software with other software for any other purpose, nor any software of third persons.
- 3.10. However, you can freely access source code of FOSS components listed in the List of FOSS Components (under the link in article 1) and do whatever is allowed by an applicable FOSS license **with the original FOSS component**.
- 3.11. You can also freely access source code of the open **source project DX Scanner** that was made publicly available by us under MIT license and some additional data privacy terms and do whatever is allowed by MIT and these terms.

4. YOUR RIGHTS TO THE SCANNED SOFTWARE

- 4.2. You can use the Software to scan flaws and strengths in „your“ Scanned Software only under condition that you have sufficient rights to „your“ software, i.e. only:
 - a) When you are a sole author of your software and you exercise all rights to the software, or
 - b) When you are a co-author of your software, you exercise your portion of the rights to the software and the other authors or right holders agree with doing so,
 - c) When you are a holder of the right to copy the software, make it available to a third person, to modify and change the software – typically, you are an employer of authors, or you have a license or other right in required scope.
- 1.2. You guarantee that you are not infringing any rights of a third person by using „your“ software in connection with our Software. If the copyright or other intellectual property right is allegedly infringed by use of our Software, you shall indemnify us against all claims, losses and expenses that would arise from acclaimed infringement or dispute brought by a third person. The expenses

include the costs of out-of-court negotiations, legal representation, costs of court or administrative proceedings arising in connection with such claim or dispute.

7. COMPLAINTS AND LIMITATION OF LIABILITY

- 7.1. If any defect, incident, or other problem occurs in the Software, you shall notify us and we will have a look at the issue soon. However, we exclude the application of the rules on the complaints and rights from faulty performance according to Czech Civil Code (Act No. 89/2011 Czech Coll., as amended), because these rules are not very suitable for software.
- 7.2. We are not liable for any damage, lost profits or non-material damage that arises as a consequence of the use of the Software, even if you have warned us that the damage can be incurred.
- 7.3. We are not, in particular, liable for any failure or defect in the Software that arose due to issues in your infrastructure, devices, other software or wrong use of API.
- 7.4. In case we would anyway be held liable to compensate you for any damage in spite of the above, the overall maximum compensation is limited up to £20..

8. PERSONAL DATA

- 8.1. Privacy policy related to your personal data is governed by a separate document available from the links under article 1.

9. TERMINATION OF THE AGREEMENT

- 9.1. The agreement is concluded for an indefinite term. We will notify you about the end of the term 2 weeks before the term finishes.
- 9.2. You or we can terminate the agreement by mutual agreement or withdrawal notice for material breach of the agreement.
- 9.3. The material breach of the agreement is, for example, a situation when you, your employee or a user you have made the Software available to:
 - a) break the rules for use of the Software,
 - b) infringe intellectual property rights of a third person by using its software in connection with our Software (paragraph 6.2.).
- 9.4. The withdrawal notice must be in writing and is effective on the day of delivery to the other party.
- 9.5. You or we can terminate the agreement for convenience by written notice of termination. The termination period is 1 month and shall commence on the day following the delivery of the notice to the other party. Even if the agreement has terminated for any reason, the following articles shall survive the termination: article 6 (use of the software), 8 (complaints and limitation), 11 (termination of the agreement), 12 (final provisions).

13. CHANGE OF THE TERMS

- 13.1. We can, from time to time, amend any part of the terms, in particular pricing policy, Technical Documentation, payment terms, rules of use of the Software, communication etc. We will inform you about such an amendment via e-mail and provide you with the amended terms. You can decline the amended terms in writing within 15 days after notification; or accept it by sending express acceptance to us or by not reacting within the same period. If you decline the amended terms, it constitutes a notice of termination with a 1 month termination period that commences on

the day following the declination. In the meantime, the last version of terms accepted by you shall remain in force.

14. FINAL PROVISIONS

- 14.1. The agreement is governed by laws of Czech Republic. Any disputes shall be resolved before Czech courts.
- 14.2. Communication between us shall be in Czech, Slovak or English language, otherwise it does not have any effect. You will find the relevant contact details in article 1.
- 14.3. Written form is adhered to even if we or you send an email with a simple electronic signature to the relevant email contact of the other party. The email is considered as delivered on the day following the day when it has been dispatched.
- 14.4. Some provisions of the terms can be considered as surprising, in particular article 8 (limitation of the liability). You confirm that you have paid attention to these provisions, read them, understood them and you agree to them.**
- 14.5. The parties consider all circumstances independent of the will of us that are unresolvable and unforeseeable, for example natural disasters, epidemics, pandemics, embargo, strikes and wars to constitute an event of Force Majeure. In the event of Force Majeure we are prevented from the provision of Software or other obligations under the terms, we will notify you in writing. If we are not able to perform our obligations due to the Force Majeure, it does not establish the material breach of the agreement. However, the events of Force Majeure shall not affect the payment obligations.
- 14.6. The parties exclude use of common business practices (“business usage”) in the meaning of § 558 paragraph 2 of the Act No. 89/2012 Col., Civil Code, as amended.
- 14.7. The parties undertake the risk of change of the circumstances under § 1765 para. 2 of the Civil Code.
- 14.8. Unless we expressly agree, you cannot set off any claims, rights, or receivables arising from the agreement.
- 14.9. If any provision of the terms is or becomes invalid, void, ineffective or unenforceable, the parties agree to replace such provision with a valid, effective, non-void, enforceable provision with the same business and legal meaning within 14 days of receiving a request from the other party.

The terms are effective as of 1. 9. 2020.