



# End-user License Agreement (EULA)

Public

Version 1.0  
24 September 2024

## End User License Agreement (EULA)

### 1. Introduction

Please read this End User License Agreement (“Agreement”) carefully before using the services provided by Q-Feeds (“Company”). By accessing or using the Company’s services, you (“End User”) automatically agree to be bound by the terms and conditions of this Agreement.

### 2. Definitions

- **“Services”** refers to the threat intelligence services provided by Q-Feeds.
- **“Confidential Information”** means any non-public information disclosed by Q-Feeds to the End User.
- **“Authorized Reseller”** means any reseller authorized by Q-Feeds to distribute the Services.

### 3. Grant of License

The Company grants the End User a non-exclusive, non-transferable, revocable license to access and use the Services solely for the End User’s internal business purposes, in accordance with this Agreement.

### 4. Restrictions on Use

- **No Redistribution:** The End User is prohibited from reselling, distributing, or making available the threat intelligence provided by the Company to any third party.
- **Sales Through Authorized Resellers Only:** The Services are available for purchase exclusively through the Company’s authorized resellers. Unauthorized resale or distribution is strictly prohibited.
- **Compliance with Laws:** The End User agrees to comply with all applicable laws, regulations, and ordinances in connection with the use of the Services.
- **Export Control Compliance:** The End User must comply with all applicable export laws and regulations.
- **Prohibited Actions:** The End User shall not attempt to reverse engineer, decompile, or disassemble any part of the Services or introduce any malicious code into the Services.

### 5. Intellectual Property Rights

All intellectual property rights in the Services and any associated materials are owned by the Company or its licensors. No rights are granted to the End User other than as expressly set forth in this Agreement.

## 6. Confidentiality

The End User agrees to maintain the confidentiality of all Confidential Information and not to disclose it to any third party without the prior written consent of the Company.

## 7. Data Protection and Privacy

- **Compliance with Privacy Laws:** Both parties agree to comply with all applicable data protection and privacy laws, including the General Data Protection Regulation (GDPR).
- **Use of Personal Data:** Any personal data collected will be used in accordance with the Company's Privacy Policy.
- **Data Security:** The End User agrees to implement reasonable security measures to protect access to the Services and any data obtained from it.

## 8. Feedback

Any feedback or suggestions provided by the End User may be used by the Company without any obligation to the End User.

## 9. Disclaimer of Warranties

The Services are provided "as is" without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 10. Limitation of Liability

In no event shall the Company be liable for any direct, indirect, incidental, special, consequential, or exemplary damages—including but not limited to damages for loss of profits, data, or other intangible losses—arising out of or in connection with the End User's use of the Services, even if the Company has been advised of the possibility of such damages.

## 11. Indemnification

The End User agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, damages, losses, or expenses arising out of or in connection with the End User's use of the Services or violation of this Agreement.

## 12. Payment Terms

- **Fees and Payment:** The End User shall pay all fees associated with the Services as agreed upon with the authorized reseller. Q-Feeds has the right to revoke access to the service when customer is late on payment.
- **Late Payments:** Late payments may incur interest charges as agreed with the authorized reseller.

## 13. Service Level Agreements (SLAs)

- **Uptime Guarantee:** The Company aims to provide 99% uptime for the Services.
- **Support:** The Company offers support via our support channels as described on the website, during workdays.

## 14. Updates and Maintenance

- **Updates:** The Company may, at its discretion, provide updates or enhancements to the Services.
- **Maintenance:** Scheduled maintenance will be communicated to the End User in advance and may result in temporary downtime.

## 15. Audit Rights

The Company reserves the right to audit the End User's use of the Services to ensure compliance with this Agreement. Any such audit shall be conducted during normal business hours and upon reasonable notice.

## 16. Limitation on Actions

No action arising out of this Agreement may be brought by the End User more than one (1) year after the cause of action has accrued.

## 17. Termination

- **Termination for Cause:** The Company may terminate this Agreement immediately if the End User breaches any term of this Agreement.
- **Termination for Convenience:** Either party may terminate this Agreement for any reason with **30 days'** written notice.
- **Effect of Termination:** Upon termination, the End User must cease all use of the Services and destroy any copies of materials obtained from the Services.

## 18. Survival

Provisions relating to Intellectual Property Rights, Confidentiality, Limitation of Liability, Indemnification, and any other provisions which by their nature should survive, shall survive the termination of this Agreement.

## 19. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.

## 20. Force Majeure

The Company shall not be liable for any failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, pandemics, governmental actions, or failures of telecommunications networks.

## 21. Assignment

The End User may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

## 22. Notices

All notices under this Agreement must be in writing and will be deemed given when delivered personally, sent by confirmed email, fax, courier, or registered mail to the addresses specified by both parties.

### Company Contact Information:

Q-Feeds  
Oude Amersfoortseweg 43  
1213 AB Hilversum  
Netherlands  
Email: [info@qfeeds.com](mailto:info@qfeeds.com)  
Phone: 0031 6 25 37 63 83

## 23. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision.

## 24. Governing Law and Dispute Resolution

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- **Dispute Resolution:** Any disputes arising out of or relating to this Agreement shall be resolved through arbitration in Amsterdam, Netherlands, in accordance with the rules of the Netherlands Arbitration Institute.

## 25. Third-Party Beneficiaries

This Agreement does not confer any rights on any third party.

## 26. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

## 27. Amendments

The Company reserves the right to modify this Agreement at any time. Changes will be effective upon posting the revised Agreement on the Company's website or notifying the End User via email.

## 28. Governing Language

This Agreement is drafted in the English language, which shall be the governing language in all respects.

## 29. Electronic Acceptance and Counterparts

This Agreement may be accepted electronically, and such acceptance shall be deemed to be as valid as an original signature. The Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### 30. User Responsibilities

- **Security Measures:** The End User agrees to implement reasonable security measures to protect access to the Services and prevent unauthorized use.
- **Prohibited Actions:** The End User shall not:
  - Attempt to interfere with or disrupt the integrity or performance of the Services.
  - Attempt to gain unauthorized access to any part of the Services or its related systems or networks.
  - Use the Services to store or transmit any malicious code.

### 31. Compliance with Laws

The End User agrees to comply with all applicable laws, regulations, and ordinances in connection with their use of the Services, including but not limited to data protection laws, export control regulations, and anti-corruption laws.

### 32. No Agency

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Company and the End User.

### 33. Survival of Terms

Any provisions of this Agreement that by their nature should survive termination will remain in effect after termination or expiration of this Agreement.

### 34. Limitation on Liability Amount

In any event, the Company's total cumulative liability arising out of or related to this Agreement shall not exceed the amount paid by the End User for the Services during the six (6) months preceding the incident giving rise to the liability.