# TERMS OF USE

## IN PREAMBLE

**Database**: refers to the database created and developed by LASTINFOSEC of qualified information, including Indicators of Compromise (IoC), which may be made available to the User, in part or in full, as part of the Services and in accordance with the limits and conditions set forth in the present document. The contents of the Database are described in greater detail in the Documentation, and may change over time. The Database is available in several Standards and can be used by different types of Solutions

**Service Data**: means any data, information, communication or other item that the User, in the course of using a Service, has received, sent and stored in the Service, including but not limited to indicators of compromise sent by the User as part of the FREE IoC ANALYSIS Service. Service Data may include personal data.

## FREE IoC ANALYSIS SERVICE ACCESS AND TERMS OF USE

**Service content.** The Service includes a Cyber Threat Intelligence submision service returning reports with contextualized indicators of compromise.

- The report contains, among other things, hashes, URLs and domains.
- The maximum number of request by day allowed is fifty (50) per registered  user.
- The number of subscriptions authorized to the service is limited to five (5) users per organization.

**Access to the Service.** Access to the Service is via an API at one of the following URLs

URL stix v2.1 : https://api.client.lastinfosec.com/v2/stix21/search

URL stixv2: https://api.client.lastinfosec.com/v2/stix2/search

Documentation : https://api.client.lastinfosec.com/redocs

**Provision of Services**. LASTINFOSEC **(a)** makes the Services and the Database available to the User in accordance with this Service **(b)** will use its best efforts to make the Services available 24 hours a day, 7 days a week, except

**(i)** during downtime scheduled for updates and maintenance of the Services; and **(ii)** for any unavailability caused by circumstances beyond LASTINFOSEC's reasonable control, including, for example, acts of God, action of governmental authorities, flood, fire, earthquake, civil disturbance, act of terrorism, strike or other labor-related labor unrest (not involving LASTINFOSEC's employees), failure or delay on the part of an Internet service provider, failure or delay on the part of LASTINFOSEC's hosting provider or acts undertaken by third parties including, but not limited to, a denial of service attack ("**Force Majeure Event"**).

**Functionality.** LASTINFOSEC undertakes that the FREE IoC ANALYSIS Service (identified in this document as the "*present Service*") presents the functionalities allowing to send data for comparison with the Database, under the conditions subscribed by the User for the whole Term of use of the service. The FREE IoC ANALYSIS Service is offered free of charge by LASTINFOSEC to assist the User in the detection and/or identification of threats within an information system. **The User acknowledges and accepts that this Service in no way prevents a security incident, nor does it remedy or limit the harmful consequences of such an incident.**

**Restrictions on Use.** In addition to complying with the other terms, conditions and restrictions set forth below, the User agrees not to **(a)** license, sublicense, sell, assign, resell, rent, lend, lease, transfer, assign, distribute, share or provide access to the Services, including the Database, in particular through the provision of its access key, nor in any other way commercially exploit the *present Service* or make it available to third parties, other than authorized Users for the purposes of detecting and analyzing security incidents of the User, as expressly authorized by the *present Service*; **(b)** use *this Service* to process data on behalf of any third party other than the User; **(c)** modify, adapt or hack the Service or otherwise attempt to gain unauthorized access to the systems or networks concerned; **(d)** use *this Service in* any unlawful manner, including, but not limited to, in violation of any person's right to privacy; **(e)** use *this Service* in any way whatsoever to carry out computer attacks of any kind against any third party whatsoever; **(f)** use *this Service* to aid, assist, facilitate or otherwise accompany any third party in carrying out a computer attack, regardless of who is the intended target of the attack; **(g)** use *this Service* in any way that interferes with or disrupts the integrity or performance of the Services and their components; **(h)** attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software comprising *this Service*, except as permitted by the French Intellectual Property Code; **(i)**; **(j)** use *this Service* to knowingly post, transmit, upload, link to, send or store any virus, malware, Trojan horse, time bomb or similar harmful software ("**Malware"**). Without prejudice to its other rights, LASTINFOSEC reserves the right, at its reasonable discretion, to temporarily suspend the User's access to and use of *this Service* if LASTINFOSEC suspects or detects any Malware connected to the User's Account or the User's use of any Service.

**Use of Services**. During the Term of Use and subject to the User's compliance with *this Service*, LASTINFOSEC grants a limited right of access and use of the Services, for its internal needs in terms of detection and analysis of security incidents. This right is non-transferable and is granted on a non-exclusive basis, for the duration of the Subscription, worldwide. For all intents and purposes, the User has no right of access to the code (including object code, intermediate code and source code) of any software, whether during or after the Subscription Term.

**Use of the Database.** During the Term of use of the present service, LASTINFOSEC grants a right of access, use (i.e. extraction of data) of the Database within the limits provided by the rules of use of the present service, and solely for its internal needs in terms of detection and analysis of security incidents. This right is non-transferable and is granted on a non-exclusive basis, for the duration of use of the present service, for the whole world. For all practical purposes, the User has no right to re-use, or to make available to the public, all or part of the data from the Database (and in particular a qualitatively or quantitatively substantial part of the content of the Database), in any form whatsoever and for any reason whatsoever.

**Duration and extension of the Service.** The present Service is concluded for a period of twelve (12) months with tacit renewal of the initial subscription period, unless otherwise notified by the User or LASTINFOSEC under the conditions hereinafter defined.

**Termination by the User.** The User may terminate this Service at any time by notifying LASTINFOSEC in writing within thirty (30) days to support.cti@gatewatcher.com. Termination takes effect at the end of the month in progress on the date of notification of termination.

**Termination by LASTINFOSEC.** LASTINFOSEC may terminate *this Service* at any time in the event of a serious breach by the User of *this Service* or in the event of a decision by LASTINFOSEC to stop providing this Service, subject to notifying the User within a reasonable period of time. Termination takes effect at the end of the month in progress on the date of notification of termination.

**Suspension of Service**. LASTINFOSEC reserves the right to limit the functionalities, or to suspend this Service (in whole or in part), and/or the User's Account with 48 hours notice, if LASTINFOSEC detects that the User has not complied with the obligations stipulated in the "Restrictions of Use" Sections of this Service.

**Exclusion of liability.** In general, LASTINFOSEC shall not be liable in the event of **(a)** undetected computer attacks, **(b)** modification of the data contained in the Database, **(c)** modification of the Solutions interoperable with the Database, **(d)** temporary unavailability of access to the Database and the Service.