Terms of Contract

version 1.8

7 July 2021

1　　General

The owners of the URL database (hereafter "URLfilterDB") and the purchaser of the URL database (hereafter "Customer") agree that the following terms and conditions apply to the provision of database ("Database") and documentation ("Documentation") as specified in Exhibit A attached hereto. Documentation shall normally include all user manuals, list of required equipment and supplements which by their titles refer to or apply to the Database. The protection included in this license (including all reservations of rights and limitations of liabilities) extend to Database and Documentation provided under this Contract by both URLfilterDB and any third-party provider.

This Contract becomes effective when it has been signed by both parties and continues for one (1) year or until terminated as provided in the Termination article.

2　　Definitions

The term "Database" refers to the collection of categorized sets of URLs that is maintained at and can be downloaded from `www.urlfilterdb.com`.

3　　License

The license is given for a specific number of users or computer systems. The license is not valid if incorrect information is given when the license was purchased.

A Customer may use the database for its own use and in this case Customer ("Non-Sublicensing Customer") is not allowed to sublicense the Database. Alternatively, a Customer ("Sublicensing Customer") will not use the Database for its own use but may sublicense the Database. The quote and invoice determine whether a Customer is a Sublicensing Customer or a Non-Sublicensing Customer.

URLfilterDB hereby grants, and Customer accepts, a single non-transferable and non-exclusive license to use the Database and Documentation subject to all the terms and conditions of this Contract. The Database is limited to URL filtering and URL classification purposes only. Except as otherwise provided herein, no rights to use, provide services to others, sublicense or market the Database or Documentation are granted. All rights not specifically granted to Customer by this license shall remain in URLfilterDB.

The Database may be used by Customer only on a maximum of 4 computer systems. Each computer system shall have a maximum of 16 CPU cores. No right to print or copy, in whole or in part, the Database or Documentation is granted hereby except as expressly provided herein. Customer and sublicensees shall not have the right to adapt, translate, reverse engineer, decrypt, create derivative works based on the Database or Documentation, or adopt any part of the Database as its own.

A Sublicensing Customers shall have the right to sublicense and grant licenses to its customers to use the Database and Documentation under the terms that are no less protective of URLfilterDB's rights than the license terms contained in this document ("Customer Sublicensing"), provided that appropriate fees are paid for each sublicensee.

4　　Form of Database Provided

The Customer is licensed to use only the encrypted and optionally compressed versions of the Database under this Contract.

The Database can be used by the *ufdbGuard for Squid* software suite, which is free of charge and the Customer is entitled to download updates and new versions from the websites `www.urlfilterdb.com` or `www.sourceforge.net`. The Customer will be informed of new versions by an email to the technical contact person(s) as described in section 7.

The Database can also be used by various other products like the *ufdbGuard API*, *ufdbGuard REST API* and *ufdbGuard Query Server*. These products are closed source.

The Database is regularly updated and the Customer has the right to download a new version each day from the servers of URLfilterDB. The Customers receives a unique user account and secret password that must be used to download new versions.

The Customer can send requests for changes to the database to URLfilterDB by means of the web site `www.urlfilterdb.com` and by email to `support@urlfilterdb.com`.

5 Confidentiality and Non-Disclosure

5.1 Database and Documentation

The Customer acknowledges that the Database and Documentation are proprietary products of and shall remain the property of URLfilterDB or its suppliers. Customer will not disclose or otherwise make available to any third party any Database, Documentation, or information – including the Customer's username and secret password – contained therein, in any form, except to its employees and users for purposes limited to and specifically related to Customer's use of the Database in accordance with this Contract. Customer shall take appropriate action by instruction or signed agreements with such employees and users to satisfy Customer's obligations under this Contract.

5.2 Injunctive Relief

Because harm not adequately compensable might result from unauthorized disclosure of proprietary or confidential information, URLfilterDB may seek injunctive relief, without posting a bond, if Customer breeches its obligations of nondisclosure under this Contract.

Provisions of this Article shall survive any termination of this Contract.

5.3 Privacy Policy

URLfilterDB shall not share information about the Customer with third parties. All information that the support desk of URLfilterDB receives will not be shared with third parties and will be treated as confidential information.

6 Representations and Warranties

The licensed Database is provided "as is" without warranty of any kind. URLfilterDB does not warrant, guarantee, or make any representations regarding the use, or the results of the use of the licensed Database in terms of correctness, accuracy, reliability, currentness, or otherwise. The entire risk as to the results and performance of the licensed Database is assumed by the licensee. URLfilterDB disclaims all warranties of any kind, either express or implied, with respect to the licensed Database, including without limitation any warranties of merchantability and warranties of fitness for a particular purpose. URLfilterDB shall not be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of any claim regarding the use of or inability to use the licensed Database.

The Customer is responsible for the selection of Database to achieve its intended results, use of software, and the results obtained there from.

A Non-Sublicensing Customer agrees to indemnify and hold URLfilterDB and its suppliers harmless with respect to all claims by third parties arising out of Customer's use of the results of operation of the database. A Sublicensing Customer agrees to indemnify and hold URLfilterDB harmless with respect to claims by third parties to the extent such claims directly arise as a result of Customer's failure to comply with the requirements of Customer Sublicensing.

7   Initiation

This Contract or the license of the Database starts at one of the date following dates, whichever comes first:

(A)   the date of the first download of the Database that is not a download for evaluation purposes,

(B)   the date of receipt of payment for the license of the Database.

The Customer understands and agrees that any of the actions (A) or (B) is an unconditional agreement to this Contract.

For proper Contract administration, the Customer shall inform URLfilterDB before or at most 14 days after the initiation of the Contract with the following information:

- Full name of the company / school / university / foundation / governmental body
- Full address
- Technical contact details: full name, address and email address of 1 or 2 technicians or departments that manage the installation of URLfilterDB.
- Administrative contact details: full name, address and email address of 1 or 2 persons or departments that administer contracts and payments.

The Customer can send this information via email or by means of the following URL: `http://www.urlfilterdb.com/newcustomer`

8   Termination

This Contract or the license of the Database may be terminated as follows:

(A)   by the Customer at any time; or

(B)   after 365 days or the period mentioned in the invoice, unless payments have been made for an extension of the license

(C)   by URLfilterDB in case that an invoice is not paid within 90 days.

Upon termination of this Contract or the license of any of the Database, Customer shall promptly destroy all copies of the Database and Documentation involved and do not use the Database any more.

9   Payments

The Customer will pay for the license of the Database within 30 days after the date of Initiation of the Contract. Deviations to payment conditions can be made in a quote from URLfilterDB to the Customer. The Customer shall receive an invoice for payments. If the Customer has not received an invoice within 14 days after the Initiation of the Contract, Customer shall inform URLfilterDB promptly and request for an invoice. Payments shall be made to the bank account of

URLFILTERDB B.V.
Spechtlaan 31
6865 BA Doorwerth
The Netherlands

Email: `payments@urlfilterdb.com`

ABN AMRO Bank: IBAN: `NL83ABNA0408569468` . BIC/SWIFT: `ABNANL2A`
Branch Name: ABN AMRO Bank N.V.
Address Bank: Bijlmerplein 207, 1102 DD, Amsterdam-Zuidoost, The Netherlands.

Revolut Bank: IBAN: LT853250071718062196   BIC/SWIFT: REVOLT21
Branch Name: Revolut Payments UAB
Addres Bank: Konstitucijos ave. 21B, 08130 Vilnius, Republic of Lithuania

Customer shall always use the bank account mentioned on the invoice. Payments will not be refunded to the Customer unless an invoice contains an error in the amount of the payment.

9.1   Taxes

Our VAT number is NL805389957B02.

Customers in The Netherlands have to pay VAT. European customers outside The Netherlands do not have to pay VAT if the Customer presents their own VAT number. Customers outside The European Union do not pay VAT.

URLfilterDB cannot provide any tax relief for Customer.

10   Survival of Agreements

Notwithstanding the termination or completion of this Contract, all representations, warranties, and duties of non-disclosure in this Contract will continue in full force and affect to the extent required for their full observance and performance.

11   Entire Contract

The terms and conditions stated in this Contract constitute the complete and exclusive statement of the Contract between Customer and URLfilterDB and supersede all prior oral and written statements of any kind whatsoever made by either party or their representatives. Any order form used by Customer in connection with this Contract will be considered to have its pre-printed clauses and statements deleted. Any waivers or amendments, to be effective, must be in writing, signed by both parties. Any terms and conditions of any subsequent invoice or other such agreement used by URLfilterDB in connection with this Contract shall be considered valid and enforceable to the extent that such terms and conditions can be interpreted as consistent with this Contract. If such terms and conditions cannot be interpreted as consistent with this Contract, those terms shall be superseded by this Contract.

Exhibit A

Database Description

URL database with at least the following URL categories:
- Advertisements & Trackers
- Adult & sexually explicit
- Arms
- Audio & video
- Chat
- Dating & Personals
- DNS-over-HTTPS
- Drugs
- Dynamic Addresses
- Entertainment
- Error
- External Applications
- Finance & Investment
- Food
- Forums
- Gambling
- Games
- Hacking & Warez
- Health
- Housing
- Illegal
- Jobs
- Malware
- Microsoft Data Collection
- News
- P2P
- Personal weblogs & private home pages
- Questionable Movies
- Religion
- Safe sites
- Search Engines
- Shops
- Social Networks
- Sports
- Toolbars
- Travel
- Unresolved Domains
- Violence & Hate
- Web Proxies
- Web-based email
- Web Radio
- Web TV

End of Exhibit A.