

# Terms of Use

## 1. General

1. Please review these Terms of Use (the “Terms”) carefully before using Vera Consortium, Ltd. and its subsidiaries’ (“Vera”) websites and services. By accessing, browsing or using these websites or services, you fully acknowledge that you have read, understood and agree to abide by these Terms and comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use Vera websites and services, including but not limited to Vera Protocol and Vera Docs. These Terms control your use of the websites and services, any content (such as text, data, information, software, graphics or photographs) that Vera may make available through the websites (collectively, “Materials”) and any services that Vera may provide through the websites (collectively, “Services”). The websites, Materials and Services are referred to in these terms collectively as the “Vera Websites.”
2. Vera reserves the exclusive right to modify or update these Terms, make changes to the Vera Websites, or discontinue any or all of its programs, products, materials or services, without providing further notice. Additional terms, notices and conditions may apply to specific information, products, materials, software or services offered through the Vera Websites. Should a conflict arise, such additional terms, notices and conditions will prevail over these Terms.

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1. To the extent that Vera provides for the download of proprietary Vera software, third party software, or open source software from Vera Websites (“Software”), such Software is protected by the applicable copyright, patent or other Intellectual Property Rights (as defined herein) of either Vera or the third-party. Any use of the Software is subject to the terms of the applicable end-user or open source license agreement.
2. All evaluation Software is provided “AS IS” for evaluation and internal use only. You may not use evaluation Software for

commercial, development or production purposes. In addition, evaluation Software may be time-disabled and may cease to operate after a period of time.

3. You will not and will not permit any third party, as solely determined by Vera, to: (a) use Vera Software and Services in violation of others' rights (including Intellectual Property Rights); (b) engage in or promote gambling, pornography, or illegal activities; (c) circumvent or violate the restrictions of Vera Websites; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Vera Websites, unless we make the source code publicly available; and/or (e) disable, interfere with, disrupt, or circumvent any aspect of the Vera Websites. You must ensure that any of your users comply with the Terms, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access immediately.

### 3. Trademarks

1. Vera reserves all rights to its trademarks, service marks and logos, which together with the trademarks, service marks and logos of its subsidiaries registered in the United States or in other countries, are collectively titled "Vera Marks."
2. Vera Marks are highly valued intellectual property, and therefore Vera will take all steps to protect against dilution and usage of third-party marks that are confusingly similar to Vera Marks or which are likely to cause confusion with Vera Marks. Vera does not permit any use of Vera Marks in a manner that is likely to cause confusion by implying an association with Vera.
3. Permitted Use. Vera acknowledges that use of Vera Marks, excluding any logos, may be necessary to refer to Vera products or services. All such use must be accurate and descriptive in nature and comply with Vera's Trademark Guidelines posted at <https://Vera.io/trademark-guidelines> ("Trademark Guidelines"). Any other Vera Marks usage will require a signed trademark license agreement and must comply with Vera's Trademark Guidelines. By using Vera Marks, you acknowledge that Vera is the exclusive owner of Vera Marks and you will not challenge, interfere, or interrupt Vera's exclusive ownership of Vera Marks.

You may not register any Vera Marks or any mark confusingly similar to the Vera Marks.

4. Attribution. When Vera Marks are used, the following trademark attribution is required in text and on all packaging or promotional materials displaying any Vera trademarks: “Vera, (list all other Vera Marks referenced in the document or materials) are trademarks and/or registered trademarks of Vera Software, Inc. in the United States and/or other countries.” The trademark attribution should be placed on packaging or promotional materials in close proximity to where the Vera Marks are displayed and must be noticeable to the reader.
  5. Please note that other product and brand names on the Vera Websites may be trademarks of their respective companies.
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1. Linking to the Vera Websites (including an internal or subsidiary page of any website comprising a part of the Vera Websites) must be approved in writing by Vera, except a limited, revocable right to create a hyperlink to the website is granted under condition that the website on which the hyperlink resides:
    1. Does not utilize content of a Vera Website;
    2. Does not utilize a Vera logo;
    3. Does not use framing of a Vera Website;
    4. Does not misrepresent an affiliation or other relationship with Vera;
    5. Does not misrepresent any possible endorsement by Vera;
    6. Does not contain content that could be construed as illegal, distasteful, offensive or controversial; and
    7. Is promptly modified to delete the hyperlink upon request by Vera.
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1. Except where otherwise specified, the contents of the Vera Websites are copyright © 2018-present Vera, Inc., 548 Market Street #69674, San Francisco, CA 94104, USA. All rights reserved.
  2. The contents of the Vera Websites are subject to protection under U.S. and foreign copyright laws. You may not copy, modify, or

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#### 6. Copyright Infringement Claims

1. Vera respects the intellectual property of others. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Vera Websites, please notify Vera, Inc.'s copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and where it is located on the Vera Websites;
4. information reasonably sufficient to permit Vera to contact you, such as your address, telephone number, and email address;
5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. a statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

2. You may send a notice of claim of copyright infringement to the Vera Legal Department at: Vera Protocol, ATTN: Legal, 548 Market Street #69674, San Francisco, CA 94104; E-mail - [legal@veraprotocol.org](mailto:legal@veraprotocol.org).

#### 7. Links to Third Party Sites

1. The Vera Websites may contain links to third-party websites, which are provided solely for your convenience and information. Accessing these links will cause you to leave the Vera Websites. Vera does not endorse or make any representations about such third party websites, and Vera is not responsible for the accuracy, reliability, and suitability of any information, data, opinions, advice

or statements made on those websites. Vera does not control those websites and holds no responsibility over the contents of any third-party websites, any links contained in third-party websites, or any modifications or updates made to third-party websites. Further, Vera shall not be held liable for any losses or damages incurred by users of these third-party websites. Please note that access and usage of these linked third-party websites, including any materials, information, services and products described or provided therein, is made solely at your own risk and discretion. The personal information you choose to provide to unrelated third parties is not covered by the Vera Privacy Policy posted at <https://veraprotocol.org/privacy-policy>.

#### 8. Privacy

1. Vera's Privacy Policy posted at <https://Vera.io/privacy-policy> applies to use of Vera Websites, and is incorporated into these Terms of Use.

#### 9. Anti-Piracy and License Compliance

1. Vera safeguards its technology vigilantly and only authorizes others to use it by virtue of license agreements. Using or distributing Software without permission from Vera constitutes software piracy. Vera distributes and sells its Software through a channel network of distributors and resellers worldwide. Vera does not distribute or sell its Software through unauthorized channels such as peer-to-peer networking, file-sharing sites, auctions, or through other illegal download sites offering key or serial number generators. If you are contemplating or have obtained Software through one of these avenues, you likely will find yourself with pirated software. Please contact Vera at [legal@veraprotocol.org](mailto:legal@veraprotocol.org) for assistance with your own or another's unauthorized use of Software.

#### 10. Governing Law and Jurisdiction

1. These Terms, the relationship between you and Vera, and all matters relating to your access to, or usage of, any Vera Websites, are governed by the laws of the British Virgin Islands, United States federal law, and the laws of the State of California. Thus, any lawsuit or legal proceeding relating to these Terms, the

relationship between you and Vera, or your access to, or usage of, Vera and the Vera Websites shall be brought in the state or federal courts located in the county of Santa Clara, California. You hereby agree that venue is proper in, and agree to submit to the personal and exclusive jurisdiction of, these courts in any lawsuit or legal proceeding.

#### 11. Electronic Communications

1. When you visit the Vera Websites or send e-mails to Vera, you are communicating with Vera electronically. We may respond to you by e-mail or by posting notices on the Vera Websites. You agree that all such notices, disclosures and other communications that Vera provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that we will be free to use any communication you provide for any purpose. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to grant and authorize sublicenses, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise use the communication without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates or is based in whole or in part on the communication.

#### 12. Terminating Use

1. If we have reason to believe that you or your users have breached these Terms of Use or our Privacy Policy, we or our designated agent may review your use of Vera Websites, verify your compliance with these Terms, and at our discretion, terminate your or your user's access immediately.

#### 13. Disputes

1. All claims, disputes, or controversies arising out of or relating to these Terms or your use of Vera Websites must be made within (a) the time period specified by applicable law; or (b) eighteen (18) months after the cause of action accrues if no such period is specified at law.

#### 14. United States Government Rights

1. All Vera products and publications are commercial in nature. The software, publications and software documentation available on the Vera Websites are “Commercial Items,” as that term is defined in 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), and used in 48 C.F.R. §12.211, 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable. Pursuant to 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19 and other relevant sections of the Code of Federal Regulations, as applicable, Vera’s publications, commercial computer software and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation and the terms and conditions herein.
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  2. ALL INFORMATION, SOFTWARE, PRODUCTS, MATERIALS, AND SERVICES PROVIDED ON THE VERA WEBSITES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” WITH NO WARRANTIES OR GUARANTEES OF ANY KIND. VERA

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1. You agree to indemnify, defend, release, and hold Vera, its parents, subsidiaries, affiliates, officers, directors, agents, partners, employees and licensors harmless from any claims, liabilities, demands, losses, damages, costs, expenses and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from: (1) your (or anyone using your account, computer or Software) use of the Vera Websites or violation or breach of these Terms; (2) your content; (3) any infringement or misappropriation of any Intellectual Property Rights (defined below) by you, your customers or your suppliers; (c) violation of laws, rules, regulations, etc. by you; or (4) your use of any third party content. We will (i) provide you with notice of such claim within a reasonable period of time after learning of the claim; and (ii) reasonably cooperate in response to your requests for assistance (subject to your reimbursement of our costs and expenses). Vera reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Vera's defense of such claim, and in no event may you agree to any settlement affecting Vera without Vera's written consent.



2. “Intellectual Property Rights” means all worldwide intellectual property rights, including, without limitation, “patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
17. Limitation of Liability
  1. IN NO EVENT WILL VERA OR OUR LICENSORS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR; (B) ANY DAMAGES WHATSOEVER IN EXCESS OF US\$100.00, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, REVENUES OR SAVINGS, LOSS OR DAMAGE TO DATA OR BUSINESS INTERRUPTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE VERA WEBSITES OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ACCESSED ON OR THROUGH THE VERA WEBSITES, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY AND EVEN IF VERA HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.
18. Exclusions and Limitations
  1. The exclusion of certain warranties or the limitation or exclusion of liability for certain damages may not be authorized in some jurisdictions. Accordingly, some of the above disclaimers and limitations of liability may not apply to you. To the extent that Vera may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such

warranty and the extent of Vera's liability shall be the minimum permitted under such applicable law.

19. General Provisions

1. Entire Agreement. These Terms together with the provisions of any applicable Vera Websites (i) are the complete statement of the agreement of the parties with regard to the subject matter hereof, superseding all previous arrangements between the parties relating to its subject matter; and (ii) may be modified only by a writing signed by both parties. All terms of any purchase order or similar document provided by You, including any pre-printed terms thereon and any terms that are inconsistent or conflict with these Terms, shall be null and void and of no legal force or effect with respect to the use of the applicable Vera Website. You confirm that You have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms.
2. Severability. If any provision of these Terms becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the remaining provisions will remain in effect.
3. Relationship to Other Agreements. These Terms apply in addition to Vera's product or Service-specific Terms, including any signed Master Ordering Agreement, Professional Services Agreement or other licensing agreement you may have signed with Vera.
4. Waiver. Failure to enforce a provision of these Terms will not constitute a waiver.
5. Independent Contractor. The parties are independent contractors. Nothing in these Terms shall be construed to create a joint venture, partnership, or an agency relationship between the parties themselves or between the parties and any third person. Except as expressly provided herein, no party has the authority, without the other party's prior written approval, to bind or commit any other party in any way.

6. No Third-party Beneficiaries. These Terms are not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
7. Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under these Terms due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, unavailability or interruption of telecommunications equipment or networks, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.
8. Legal Contact Information. Should you have any inquiries about these Terms, the licensing or usage of Vera Marks, or Vera copyrighted materials, you may contact the Vera Legal Department at [legal@veraprotocol.org](mailto:legal@veraprotocol.org).
9. Construction. As used in this Agreement: (a) the terms “include” and “including” are meant to be inclusive and shall be deemed to mean “include without limitation” or “including without limitation”; (b) the word “or” is disjunctive, but not necessarily exclusive; (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa; (d) person includes a natural person, corporate or unincorporated body; (e) a reference to us or You includes personal representatives, successors and/or permitted assigns; (f) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (g) a reference to writing or written includes faxes and e-mails; (h) references to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein; and (i) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word “calendar.” The headings of these Terms are intended solely for convenience of reference and

shall be given no effect in the interpretation or construction of these Terms.