

IRONSCALES
PLATFORM EVALUATION TERMS AND CONDITIONS

Last Updated: September 28, 2022

THESE PLATFORM EVALUATION TERMS AND CONDITIONS (the "**Agreement**") CONSTITUTES A BINDING AGREEMENT BETWEEN THE PERSON OR ENTITY IDENTIFIED IN THE ONLINE REGISTRATION PAGE OR WEB FORM ("**Customer**") AND IRONSCALES (DEFINED BELOW), AND GOVERNS THE CUSTOMER'S USE OF THE PLATFORM (DEFINED BELOW) ON A LIMITED INTERNAL EVALUATION BASIS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND IN SUCH CASE ALL REFERENCES TO "CUSTOMER" HEREINAFTER SHALL INCLUDE AND APPLY TO SUCH ENTITY. BY CLICKING "I AGREE" BELOW, OR BY OTHERWISE ACCESSING OR USING THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "**Effective Date**"). IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE ANY PART OF THE PLATFORM.

As used herein, "**IRONSCALES**" means:

- (a) **IRONSCALES, Inc.** (a Delaware corporation with a place of business at **6 Concourse Pky, suite #1600, Atlanta GA 30328**), if the Customer is domiciled in the USA or Canada; or
- (b) **IRONSCALES Ltd.** (an Israeli company with a place of business at **2 Jabotinsky Street, Ramat Gan, Israel**), if the Customer is domiciled in any jurisdiction other than the USA or Canada.

BY ACCPTING THIS AGREEMENT AND/OR ACCESSING OR USING THE PLATFORM, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

1. DEFINITIONS AND INTERPRETATION

"**Affiliate**" means with respect to either Party, any person, organization or entity controlling, controlled by, or under common control with, such Party, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, organization or entity, whether through the ownership of voting securities or by contract or otherwise.

"**Customer Data**" means any data, information, or other content submitted or uploaded to, or transmitted through, the Platform, or otherwise provided or made available to IRONSCALES, by or on behalf of Customer.

"**Evaluation Period**" means a period commencing upon Customer's first access to the Platform and ending fourteen (14) days thereafter (unless IRONSCALES expressly agrees, by written notice to Customer, to extend such period).

"**Output Reports**" means any findings provided to Customer by IRONSCALES (whether manually or via the Platform) regarding network security threats that the Platform has detected.

"**Platform**" means IRONSCALES' proprietary automated security assessment and anti-spear phishing training software platform. Unless the context requires otherwise, references herein to "Platform" shall also be deemed to include any Platform-related documentation (such as user guides, specifications, etc.).

"**Platform Analyses**" means information and data related to the Customer's use of the Platform, the Customer's network architecture and layout, the Platform's functions and processes as carried out on the Customer's network, as well as security threats in the Customer's network that the Platform has detected and that does not identify the Customer (or its users or other entities).

2. EVALUATION LICENSE

2.1. License. Subject to the terms and conditions of this Agreement, IRONSCALES grants Customer a limited, non-exclusive, revocable, non-assignable, non-transferable, and non-sublicensable right and license, during the Term (defined below), to access and use (and in respect of any downloadable components, install) the Platform for the sole purpose of Customer's internal end-use evaluation of the Platform (the "**License**"). Hosting of the Platform or portions thereof (and therefore, of any Customer data) may also be provided by a third party hosting provider engaged by IRONSCALES. The Platform will be delivered or otherwise made available electronically, and will be deemed accepted upon delivery. IRONSCALES may employ technological measures to detect and prevent fraudulent or unauthorized use of the Platform. IRONSCALES may at any time add, modify, or discontinue any Platform feature, functionality, and/or tool, without notice or obligation. Customer shall be solely responsible for providing or obtaining all hardware, software, systems, assets, facilities, and ancillary goods and services needed for Customer to access and use the Platform.

2.2. License Restrictions. As a condition to the License, Customer shall not do (or permit or encourage to be done) any of the following (in whole or in part): (a) copy, "frame" or "mirror" the Platform; (b) sell, assign, transfer, lease, rent, sublicense, or otherwise distribute or make available the Platform to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) publicly perform, display or communicate the Platform; (d) modify, alter, adapt, arrange, or translate the Platform; (e) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Platform; (f) remove, alter, or conceal any copyright, trademark, or other proprietary rights notices displayed on or in the Platform; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Platform; (h) make a derivative work of the Platform, or use it to develop

any service or product that is the same as (or substantially similar to) it; (i) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Platform; (j) employ any hardware, software, device, or technique to pool connections or reduce the number of nodes, devices or users that directly access or use the Platform (sometimes referred to as 'virtualization', 'multiplexing' or 'pooling') in order to circumvent any limitations or conditions on the scope of the License; (k) forge or manipulate identifiers in order to disguise the origin of any data or content inputted or uploaded to, or transmitted through, the Platform by Customer; or (l) take any action that imposes or may impose (as determined in IRONSCALES' reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Platform, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure.

- 2.3. Specific Limitations. The License shall also be subject to whatever functionality limitations, or use or consumption limitations, as may be specified on the registration page, on IRONSCALES' website, and/or by IRONSCALES from time to time.
- 2.4. General. For the avoidance of doubt, the Platform (and any copies of the Platform) are only licensed under this Agreement. Customer is granted no other right in or to the Platform, whether by implied license, estoppel, patent exhaustion, operation of law, or otherwise. Customer represents and warrants that all information submitted in the registration process is complete and accurate, and Customer is solely responsible and liable for ensuring the security of its account credentials and access. Such information shall be processed by IRONSCALES in accordance with IRONSCALES' then-current *Privacy Policy* (<https://ironscales.com/privacy-policy/>) posted on the IRONSCALES website.
- 2.5. Feedback. Customer shall use its best efforts to provide IRONSCALES with detailed Feedback (defined below), and to cooperate with IRONSCALES in further exploring and refining such Feedback. Customer warrants that Feedback will not infringe any third party's intellectual property (or other proprietary) rights or any applicable law. "**Feedback**" means ideas, suggestions, or similar feedback about performance of the Platform and/or for improving the Platform. IRONSCALES and IRONSCALES Affiliates (defined below) shall be entitled, during this Agreement and in perpetuity thereafter, to use, copy, make, publicly display and perform, make derivative works of, distribute, sell, and otherwise commercially exploit Feedback, for any purpose and in any media (now known or later developed), without any restriction or obligation whatsoever.

3. TERM AND TERMINATION

- 3.1. Term. This Agreement commences on the Effective Date and will remain in full force and effect until expiration of the Evaluation Period, unless terminated earlier in accordance herewith (the "**Term**").
- 3.2. Termination. Each party may terminate this Agreement immediately upon written notice (email acceptable) to the other party, if the other party breaches any provision of this Agreement. Moreover, each party may terminate this Agreement for convenience upon seven (7) days' prior written notice (email acceptable) to the other party.
- 3.3. Effect of Termination; Survival. Upon termination of this Agreement, the License will automatically terminate, and Customer shall immediately cease all access to and use of the Platform, as well as uninstall and permanently erase any installed components of the Platform (and authorizes IRONSCALES to do so in the event Customer fails to promptly do so). Termination of this Agreement (as applicable) shall not affect any right, remedy, obligation or liability that accrued as of the effective date of termination. Any provision in this Agreement that is stated (or by its nature ought) to survive expiration or termination, shall survive, as will Sections 4 (*Ownership*) through 8 (*General*) inclusive.

4. OWNERSHIP

- 4.1. IRONSCALES. IRONSCALES (and/or its licensors, as applicable) is, and shall be, the sole and exclusive owner of all right, title and interest (including without limitation all intellectual property rights) in and to: (a) the Platform (and all underlying intellectual property); (b) IRONSCALES' Confidential Information; (c) any suggestions, ideas, corrections, enhancement requests, or other feedback for or about the Platform (collectively, "**Feedback**"); (d) any non-Customer-identifying information, data, reporting, analyses, and/or intelligence of or about the operation of the Platform, and/or Customer's use of the Platform (such as metadata, aggregated data, and Platform Analyses); and (e) any improvements, derivative works, enhancements, and/or modifications of/to any of the foregoing, in each case regardless of inventorship or authorship. To the extent any of the foregoing intellectual property rights do not automatically vest in IRONSCALES, Customer hereby assigns (and shall assign) same to IRONSCALES. IRONSCALES may compile Platform Analyses in an aggregated form for the purposes of creating statistical analyses and/or for research and development purposes (for example, improving the Platform), and may publish or otherwise make available such Platform Analyses in a form that does not identify Customer or any individual.
- 4.2. Customer. As between Customer and IRONSCALES, you are the exclusive owner of Customer Data. Customer shall be solely responsible and liable for the accuracy, completeness, legality, and all other aspects relating to Customer Data. Customer hereby grants (and shall grant) IRONSCALES and its Affiliates a worldwide, non-exclusive, royalty-free, paid-up, sublicensable (to their respective data subprocessors, Hosting Providers, as well as third party service providers engaged in the provision of Platform), irrevocable right and license to copy, process, create derivative works of, modify, adapt, and otherwise use Customer Data (in any media, now known or hereafter developed): (A) during the Term of this Agreement, for the purpose of performing under this Agreement (for example); and/or (B) on a perpetual basis, for the purpose of generating Platform Analyses, as well as generally enhancing the Platform (such as developing new features and functionalities).

5. CONFIDENTIALITY

Each of IRONSCALES (and an IRONSCALES' Affiliate) and Customer (the "**Recipient**") may have access under this Agreement to certain non-public or proprietary information or materials of the other party (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Without derogating from any other obligation in this Agreement, Customer will treat the Platform as IRONSCALES' Confidential Information. Confidential Information will not include information or material which Recipient can demonstrate: (a) was in the public domain at the time of disclosure by Discloser to Recipient hereunder; (b) became part of the public domain after disclosure by Discloser to Recipient hereunder, through no fault of Recipient; (c) was in the Recipient's possession at the time of disclosure by the Discloser hereunder, and was not subject to prior continuing obligations of confidentiality by Recipient to Discloser; (d) was rightfully disclosed to the Recipient by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, Discloser's Confidential Information. Recipient shall safeguard the Discloser's Confidential Information and use it solely for the purpose of Recipient performing its obligations and/or exercising its rights under this Agreement. Recipient shall not disclose or make available the Discloser's Confidential Information to any third party, except to its employees, that have a need to know such information and that are bound by obligations at least as protective as provided herein. Recipient will promptly notify Discloser in writing in the event of any actual or suspected unauthorized use or disclosure of the Discloser's Confidential Information. Each party acknowledges that in the event of a breach or threatened breach of this Section (*Confidentiality*) by the other party, the non-breaching party may suffer irreparable harm or damage for which monetary damages will be inadequate, and will, therefore, be entitled to injunctive relief and specific performance to enforce the obligations under this Section (*Confidentiality*) without the need to post a bond.

6. DISCLAIMER OF WARRANTIES

THE PLATFORM, OUTPUT REPORTS, AS WELL AS ANY OTHER GOODS OR SERVICES PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF IRONSCALES OR ITS AFFILIATES HEREUNDER (COLLECTIVELY, THE "**IRONSCALES MATERIALS**") ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL DEFECTS, AND ALL EXPRESS, IMPLIED AND STATUTORY CONDITIONS AND WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION, NON-INFRINGEMENT, OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE) ARE HEREBY DISCLAIMED BY IRONSCALES AND ITS LICENSORS. IRONSCALES DOES NOT MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION: (A) REGARDING THE EFFECTIVENESS, USEFULNESS, RELIABILITY, TIMELINESS, COMPLETENESS, OR QUALITY OF IRONSCALES MATERIALS; (B) THAT CUSTOMER'S USE OF IRONSCALES MATERIALS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (C) REGARDING THE OPERATION OF ANY CELLULAR NETWORKS, THE PASSING OR TRANSMISSION OF DATA VIA ANY NETWORKS OR THE CLOUD, OR ANY OTHER CELLULAR OR DATA CONNECTIVITY PROBLEMS; OR (D) REGARDING THE SATISFACTION OF, OR COMPLIANCE WITH, ANY LAWS, REGULATIONS, OR OTHER GOVERNMENT OR INDUSTRY RULES OR STANDARDS. IRONSCALES WILL NOT BE LIABLE OR OBLIGATED IN RESPECT OF DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR HOSTING PROVIDERS.

7. LIMITATION OF LIABILITY

- 7.1. IN NO EVENT WILL IRONSCALES, ITS AFFILIATES, OR ITS LICENSORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; (C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE COMBINED AGGREGATE LIABILITY OF IRONSCALES AND ALL IRONSCALES AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED **TEN U.S. DOLLARS (US\$ 10)**.
- 7.2. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL APPLY: (A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (B) EVEN IF IRONSCALES HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (C) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (D) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY, AND WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION, OR OTHERWISE.
- 7.3. Customer shall indemnify and hold harmless IRONSCALES, its Affiliates, and their respective officers, directors, employees, and agents from any and all losses, liabilities, damages, costs and expenses (including without limitation legal costs and reasonably attorney's fees), interest, and penalties (collectively, "**Losses**") incurred or suffered by such an indemnitee, or otherwise imposed upon such an indemnitee, as a result of or otherwise arising from or relating to: (a) any misuse of the Platform by Customer, and/or (b) any violation by Customer of any applicable laws or regulations (including without limitation any breach pursuant to Section 8.11 (*Legal Compliance*) below).

8. GENERAL

- 8.1. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Georgia, USA** (if the IRONSCALES entity is IRONSCALES, Inc.) or the **State of Israel** (if the IRONSCALES entity is not IRONSCALES, Inc.), in each case without regard to any conflicts of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods, as well as the Uniform Computer Information Transactions Act, shall not apply to this Agreement and are hereby disclaimed. Any claim, dispute or controversy between the Parties under, or

otherwise in connection with, this Agreement will be subject to the exclusive jurisdiction and venue of the federal courts located in **Fulton County, State of Georgia, USA** (if the IRONSCALES entity is IRONSCALES, Inc.) or **Tel Aviv, Israel** (if the IRONSCALES entity is not IRONSCALES, Inc.) and each Party hereby irrevocably submits to the personal jurisdiction of such courts and waives any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction. EXCEPT TO SEEK EQUITABLE RELIEF, PAYMENT OF FEES, OR TO OTHERWISE PROTECT OR ENFORCE A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY OBLIGATIONS, NO ACTION, REGARDLESS OF FORM, UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE ON WHICH THE CORRESPONDING LIABILITY AROSE. Any claims or damages that Customer may have against IRONSCALES shall only be enforceable against IRONSCALES, and not any other entity or IRONSCALES' officers, directors, representatives, or agents.

- 8.2. Entire Agreement. This Agreement represents the entire agreement between IRONSCALES and Customer with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between Customer and IRONSCALES with respect to such subject matter. Customer acknowledges and agrees that in entering into this Agreement it has not relied on any statement or representation (whether negligently or innocently made) not expressly set out in this Agreement, such as statements and explanations in any FAQs, summaries or explanatory guides regarding this Agreement, or other marketing material on the IRONSCALES website. Section headings herein are for convenience only, and shall not be used for interpretive purposes. Except as may be expressly stated otherwise in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it). The language of this Agreement is expressly agreed to be the English language. By entering into the Agreement Customer hereby irrevocably waives, to the maximum extent legally permitted, any law applicable to Customer requiring that the Agreement be localized to meet Customer's language (as well as any other localization requirements) or requiring an original (non-electronic) signature or delivery or retention of non-electronic records. This Agreement may be accepted by Customer electronically, and such electronic acceptance shall have the same force and effect as an original signature.
- 8.3. Amendments. IRONSCALES reserves the right to unilaterally modify this Agreement at any time by providing notice through a pop-up or banner within the Platform, by sending an email to any address Customer may have used to register for the Platform, or through other similar mechanisms. Such changes will be effective ten (10) days after such posting, and Customer's continued use of the Platform thereafter shall constitute Customer's acceptance of such changes (accordingly if Customer objects to any of the changes, Customer's sole remedy is to terminate this Agreement and cease all access and use of the Platform within such 10-day period). In the event of such changes, IRONSCALES will also update the "*Last Updated*" date and "*Version*" number set forth above. Please check the above webpage regularly for any changes to these terms and conditions.
- 8.4. Assignment. IRONSCALES may assign this Agreement (or any of its rights and obligations) without restriction or obligation. Customer may not assign this Agreement (or any of its rights and obligations) without IRONSCALES' prior express written consent. Any prohibited assignment shall be null and void. At IRONSCALES' sole discretion, any IRONSCALES obligation hereunder may be performed (in whole or in part), and any IRONSCALES right or remedy may be exercised (in whole or in part), by an Affiliate of IRONSCALES.
- 8.5. Publicity. IRONSCALES may use Customer's name and logo on IRONSCALES' website and in its promotional materials to identify Customer as a customer of the Software.
- 8.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) the parties hereto agree that the court making such determination shall have the power to limit the provision, to delete specific words or phrases, or to replace the provision with a provision that is legal, valid and enforceable and that most closely approximates the original legal intent and economic impact of such provision, and this Agreement shall be enforceable as so modified in respect of such jurisdiction. In the event such court does not exercise the power granted to it as aforesaid, then such provision will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such illegality, invalidity or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
- 8.7. Remedies and Waiver. Except as may be expressly stated otherwise in this Agreement, no right or remedy conferred upon or reserved by any party under this Agreement is intended to be, or shall be deemed, exclusive of any other right or remedy under this Agreement, at law or in equity, but shall be cumulative of such other rights and remedies. No failure to enforce any right or obligation hereunder shall be deemed a waiver thereof. Any waiver granted by IRONSCALES hereunder must be in a signed writing. Except as may be expressly stated otherwise in this Agreement (such as IRONSCALES Affiliates), there shall be no third-party beneficiaries of or under this Agreement.
- 8.8. Relationship. The relationship of the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the parties. Neither party shall have any right to bind the other party.
- 8.9. Force Majeure. IRONSCALES shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond IRONSCALES' reasonable control. For the avoidance of doubt, any problems relating to the hosting of the Platform shall not be deemed within IRONSCALES' reasonable control.

- 8.10. US Government Rights. The Platform is "commercial computer software" and its documentation is "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. If Customer is an agency, department, employee or other entity of the United States Government, then Customer's access to and use of the Platform shall be subject solely to the terms and conditions of this Agreement.
- 8.11. Legal Compliance. Customer shall comply at all times with all applicable privacy and data protection laws and regulations (including without limitation the EU General Data Protection Regulation ("GDPR")), for allowing IRONSCALES and its Affiliates to use the Customer Data in accordance with this Agreement (including, without limitation, the provision of such data to IRONSCALES, the transfer of such data by IRONSCALES to its Affiliates and subcontractors, including transfers outside of the European Economic Area, as well as the provision of all appropriate notices, and obtaining of all appropriate informed consents, as applicable). Customer represents and warrants that it is not a resident of, and will not use, transfer, export, re-export, import, or divert the Platform in violation of any Export Control Laws, or otherwise to: (A) Lebanon, Syria, Iran, Iraq, the Crimea, Donesk, or Luhansk regions of Ukraine, Yemen, Cuba, or North Korea (or other countries specifically designated in writing by IRONSCALES from time to time); (B) any U.S. embargoed countries; or (C) anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. "**Export Control Laws**" means all applicable export and re-export control Laws applicable to Customer and/or IRONSCALES, as well as the United States' Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State.