



HACKTHEBOX

**Legal &
Compliance:**

**Terms of Service for
Businesses**

Version 3

Effective Date: 11 October 2024

TERMS OF SERVICE FOR BUSINESSES

You should download a copy of these terms of service for future reference.

THE SERVICES ARE INTENDED TO PROVIDE SUBSCRIBERS AND THEIR AUTHORIZED USERS WITH CYBERSECURITY UPSKILLING. THE SERVICES ARE HOSTED ON OUR SERVERS AND DO NOT INVOLVE ANY CONNECTION OR ACCESS BY US TO YOUR SYSTEMS, NETWORKS OR DATABASES. THE ONLY PERSONAL DATA PROCESSED BY US IN CONNECTION WITH THE SERVICES IS AUTHORIZED USERS' ACCOUNT CREDENTIALS PROVIDED BY YOU FOR LOGIN AND ACCOUNT MANAGEMENT PURPOSES.

TOGETHER WITH THE SERVICE ORDER FORM THESE TERMS OF SERVICE CONSTITUTE A BINDING AGREEMENT BETWEEN US THAT GOVERNS YOUR ACCESS TO, AND USE OF, THE SERVICES. THEY APPLY WHETHER YOUR SUBSCRIPTION HAS BEEN PURCHASED DIRECTLY FROM US OR INDIRECTLY VIA ONE OF OUR RESELLERS, DISTRIBUTORS OR OTHER PARTNERS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE TERMS OF SERVICE APPLY TO THE EXCLUSION OF ANY OTHER TERMS THAT YOU MAY SEEK TO IMPOSE OR INCORPORATE, OR WHICH ARE IMPLIED BY LAW, TRADE CUSTOM, PRACTICE OR COURSE OF DEALING.

PRIOR TO ACCESSING AND USING THE SERVICES UNDER THIS AGREEMENT, YOU WILL BE PROMPTED TO SIGNIFY YOUR ACCEPTANCE OF THESE TERMS OF SERVICE BY SELECTING OR CLICKING "ACCEPT". BY ACCEPTING, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT, IN WHICH CASE THE TERM "**SUBSCRIBER**" SHALL REFER TO SUCH ENTITY.

1 DEFINITIONS

Words and expressions used in this Agreement shall have the respective meanings set forth in this Section 1.

"Agreement" means together the Service Order Form, these Terms of Service and any Special Terms.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party to this Agreement; in this context, **"control"** means ownership, directly or indirectly, of a majority of the outstanding equity of an entity.

"Authorized Users" means Subscriber's and its Affiliates' employees, consultants, contractors, and agents: (a) who are authorized by Subscriber to access and use the Services under the rights granted to Subscriber pursuant to this Agreement; (b) for whom access to the Services has been purchased hereunder; and (c) with respect to Authorized Users other than Subscriber's employees, who have entered into a written agreement with Subscriber obligating such consultant, contractor or agent to protect the confidentiality of the Services and Hack The Box's Confidential Information to at least the same extent as protected by this Agreement.

"Confidential Information" refers to the following items one party to this Agreement (**"Disclosing Party"**) discloses to the other (**"Receiving Party"**): (a) any document Disclosing Party marks "Confidential"; (b) any information Disclosing Party orally designates as "Confidential" at the time of disclosure, provided Disclosing Party confirms such designation in writing within five (5) business days; (c) any of Disclosing Party proprietary information, technical data, trade secret, or know-how, including without limitation any research, product plan, patent, copyright, trade secret, and other proprietary information, techniques, processes, algorithms, software programs, hardware configuration information and software source documents and other technology, related to the current, future and proposed products and services, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists and data, personal data, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary; and (d) any other non-public, sensitive information, which, with respect to each of the foregoing, as applicable, Recipient should reasonably consider a trade secret or otherwise confidential. Without limiting the above, Confidential Information includes (a) the

Services and (b) the specific terms and pricing set forth in this Agreement or in any Service Order. Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (c) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (d) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

"Documentation" means any user manuals, handbooks, installation guides, training materials, and any other documentation relating to the Services that may be provided from time to time by Hack The Box.

"Effective Date" means the date Subscriber indicates its acceptance of this Agreement.

"Fees" means the fees payable by Subscriber or, where applicable, a Partner to Hack The Box for the Services, as specified in the Service Order Form subject to any increase in accordance with Section 4.5.

"Hack The Box", "we" and "our" means: (a) Hack The Box, Inc. a Delaware corporation, if the Subscriber is incorporated or organized in the USA, Canada, or otherwise in the Americas; or (b) Hack The Box Ltd, a company incorporated in England and Wales with registered number 10826193, if Subscriber is incorporated or organized in any other jurisdiction.

"Intellectual Property Rights" means patents, rights to inventions, copyrights and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and whether registrable or not,

and including all applications 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.

"Initial Term" means the initial subscription term set out in the Service Order Form or, if none, one (1) month (in the case of monthly subscription plans) or twelve (12) months (in the case of annual subscription plans) commencing on the date the Services are first made available to the Subscriber.

"Parties" means Hack The Box and Subscriber and **"Party"** shall be construed accordingly.

"Partner" means, in relation to a subscription for Services that has been purchased by Subscriber indirectly, the reseller, distributor or other partner of Hack The Box through which Subscriber has purchased the subscription.

"Renewal Term" has the meaning given in Section 8.1.

"Service Order Form" means Hack The Box's order form or quotation signed or otherwise accepted by Subscriber or, where applicable, Partner (including via purchase order or other ordering document submitted to Hack The Box) or order confirmation (in the case of self-service purchases), which references the Subscriber, the Services, the number of Authorized Users, the Fees, the Initial Term, and any other applicable terms, or any other document(s) by which Subscriber or, where applicable, Partner orders the Services pursuant to this Agreement.

"Services" means Hack The Box's software-as-a-service offering(s) purchased by Subscriber and hosted by Hack The Box, its Affiliates or service providers and made available to Subscriber on a subscription basis at www.hackthebox.com (or any subdomains and/or other web pages designated by Hack The Box), and any other services Hack The Box agrees to provide to Subscriber, in each case as set out in the Service Order Form.

"SLA" means the Service Level Agreement that can be found at Hack The Box <https://resources.hackthebox.com/hubfs/Legal/SLA.pdf> which is incorporated herein by reference and made a part of this Agreement.

"Software" means all software used by Hack The Box to provide, or otherwise associated with, the Services.

"Special Terms" means any other terms that the Parties may agree in writing (including in the Service Order Form and/or pursuant to Section 13 (Special Terms)) are incorporated into this Agreement from time to time.

"Subscriber", "you" and "your" means the person specified in the Service Order Form.

"Subscriber Materials" means all documents, information, data (excluding Usage Data) items and materials in any form, whether owned by the Subscriber or a third party, which are provided by the Subscriber to Hack The Box in connection with the Services, including those provided pursuant to section 3.7.

"Subscription Term" has the meaning given in Section 8.1.

"Trial Period" means any period during which Hack The Box agrees to permit the Subscriber to have access to and use of any of the Services free-of-charge for the purpose of assessing whether to proceed to a subscription.

"Usage Data" means data generated in connection with Subscriber's access, use and configuration of the Services and data derived from it (e.g., interacting with the Services).

2 REPRESENTATIONS & WARRANTIES

- 2.1 Authority. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement and to perform and carry out its obligations under this Agreement; (c) the person executing this Agreement on the Party's behalf has express authority to do so and to bind the Party; (d) the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate any applicable laws and (e) this Agreement is a valid and binding obligation of the Party.
- 2.2 Sanctions. Subscriber represents and warrants that (a) neither Subscriber nor

any of its Affiliates or connected persons or Authorized Users is subject to any embargoes or sanctions or designated on any list of prohibited and restricted parties administered or enforced by the US Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or any of its member states, Her Majesty's Treasury in the United Kingdom or any other relevant embargoes or sanctions ("**Sanctions**"); (b) neither Subscriber nor any of its Affiliates or connected persons or Authorized Users are located, organized or resident in any country or territory that is the subject of any Sanctions ("**Sanctioned State**"). The representations and warranties set out in this Section 2.2 will be deemed repeated by Subscriber on each day during the Subscription Term and Subscriber will promptly notify Hack The Box if becomes subject to any Sanctions or becomes located, organized or resident in any Sanctioned State and Hack The Box shall have the right to terminate this Agreement immediately, without notice and without liability to the Subscriber if Hack The Box becomes aware that this is the case.

3 THE SERVICES

- 3.1 Usage Right. Subject to payment of the Fees and Subscriber's compliance with the terms of this Agreement, Hack The Box hereby grants Subscriber, a limited, non-exclusive, non-transferable and revocable right to access and use (and permit Authorized Users to access and use) the Services and the Documentation during the Subscription Term solely for its internal business purposes. Notwithstanding the foregoing, if Hack The Box has agreed to provide Subscriber with a Trial Period, Subscriber's right to access and use (and permit Authorized Users to access and use) the Services and the Documentation will be for the limited purpose of assessing whether to proceed to a subscription for the relevant Services.
- 3.2 User Accounts. Each Authorized User must create a user account to access and use the Services. User accounts are personal and not shareable. Subscriber

shall ensure that all Authorized Users keep their account login details secure at all times. Each Authorized User will be required to click accept Hack The Box's User Agreement located at <https://resources.hackthebox.com/hubs/Legal/UA.pdf> during the creation of their user account. Subscriber shall ensure that all Authorized Users comply with the terms of this Agreement and the User Agreement and shall be responsible for any breach of this Agreement and/or the User Agreement by an Authorized User. Subscriber shall promptly notify Hack The Box about any breach of this Agreement and/or the User Agreement of which it becomes aware and shall use all commercially reasonable efforts to remedy any such breach as soon as reasonably practicable and prevent any further breaches occurring.

3.3 Unauthorized Access. Subscriber shall take reasonable steps to prevent unauthorized access to the Services. Subscriber shall promptly notify Hack The Box about any known or suspected unauthorized access to and/or use of the Services, or any breach of its security and shall use reasonable efforts to stop such unauthorized access or breach.

3.4 Right to Suspend Services. Hack The Box may suspend access to the Services (in whole or in part) for the Subscriber and/or any or all of the Authorized Users if: (a) the Fees are not paid on the due date for payment; (b) the Subscriber or an Authorized User is in breach of this Agreement or the User Agreement; (c) the Subscriber or an Authorized User is using the Services in violation of applicable laws; or (d) Hack The Box reasonably believes in good faith that there is a threat or attack on the Services or other event that imminently threatens the security, integrity, or availability of the Services. Hack The Box shall, wherever reasonably practicable, provide prior written notice of any Service suspension to Subscriber, and, in the event of a Service suspension pursuant to (a), (b) or (c), shall work with Subscriber to remedy the violation. Hack The Box shall provide updates regarding resumption of Services following any Service suspension under (d). Subscriber shall not be entitled to service credits under the SLA in respect of any Service

suspension under (a), (b) or (c).

3.5 User Subscriptions. Unless otherwise specified in the applicable Service Order Form: (a) access to the Services is purchased on a per Authorized User basis, and the Services may not be accessed by more than the specified number of Authorized Users; (b) access for additional Authorized Users may be purchased during the Subscription Term under an additional Service Order Form at the same pricing but pro-rated for the remainder of the then current Subscription Term; and (c) any additional Authorized User subscriptions purchased shall terminate on the same date as the pre-existing Authorized Users subscriptions.

3.6 Support and Service Level Agreement (SLA). Hack The Box shall provide the Services, including the support described in the SLA, with reasonable care and skill and in accordance with the terms of the SLA. As the Subscriber's sole and exclusive remedy and Hack The Box's sole liability for breach of this section, Hack The Box shall use commercially reasonable efforts to restore the Services, and shall provide any applicable service credits, in accordance with the SLA.

3.7 Subscriber's Obligations. Subscriber shall: (a) provide to Hack The Box in a timely manner all documents, information, data, items and materials in any form (whether owned by Subscriber or a third party) reasonably required by Hack The Box in connection with the Services and ensure that they are accurate and complete in all material respects; (b) perform any obligations it has agreed to perform (whether in the Service Order Form or otherwise) in a timely manner; and (c) if any of the Services require Hack The Box to visit the Subscriber's premises, provide for Hack The Box, its agents, sub-contractors and employees, in a timely manner and at no charge, access to the Subscriber's premises as reasonably required by Hack The Box and inform Hack The Box of all health and safety and security requirements that apply at such premises. If Hack The Box's performance of its obligations under this Agreement is prevented or delayed by any act or

omission of the Subscriber, its agents, subcontractors or employees, then, without prejudice to any other right or remedy it may have, Hack The Box shall be allowed an extension of time to perform its obligations equal to the delay caused by the Subscriber.

4 FEES AND PAYMENTS

THIS SECTION ONLY APPLIES IF YOU HAVE PURCHASED YOUR SUBSCRIPTION DIRECTLY FROM HACK THE BOX. IT DOES NOT APPLY IF YOU HAVE PURCHASED YOUR SUBSCRIPTION VIA A RESELLER, DISTRIBUTOR OR OTHER PARTNER OF HACK THE BOX.

- 4.1 Invoices. Hack The Box shall invoice Subscriber in respect of the Fees monthly (in the case of monthly subscription plans) or annually (in the case of annual subscription plans) in advance. Invoices will be addressed to the invoicing department of the Subscriber sent by e-mail in a .pdf format to the email address provided by the Subscriber.
- 4.2 Payment Terms. Subscriber shall pay each invoice within seven (7) days (in the case of monthly subscription plans) or thirty (30) days (in the case of annual subscription plans) of the date of the invoice, without any deduction or set-off. Unless otherwise agreed in writing by the parties, all sums payable under this Agreement will be paid in the currency stated in the Service Order Form. Fees are non-refundable except as expressly stated herein.
- 4.3 Interest. Without prejudice to any other rights and remedies Hack The Box may have, Subscriber shall pay to Hack The Box interest on all overdue amounts at the rate of 1% per month. Such interest shall accrue on a daily basis from the due date until the date of actual payment and compound monthly. Subscriber will reimburse Hack The Box for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.
- 4.4 Taxes. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Without limiting the

foregoing, Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Hack The Box's income.

- 4.5 No Deductions or Setoffs. All amounts payable to Hack The Box under this Agreement shall be paid by Subscriber to Hack The Box in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).
- 4.6 Increases in Fees. On an annual basis, the Fees shall automatically be increased by 5% over the Fees payable in respect of the immediately preceding period excluding any Discounts (as defined in Section 4.6 below) that applied in respect of such period. In addition to the foregoing, Hack The Box shall be entitled to increase the Fees in respect of any Renewal Term by giving the Subscriber at least 60 days' advance written notice of the increase.
- 4.7 Discounts. Any discounts, offers, free trials, complimentary products/ services or other incentives provided by Hack The Box ("**Discounts**") shall only apply during the period (whether the Initial Term or a Renewal Term) in respect of which they have been expressly agreed by Hack The Box. No Discounts shall apply in respect of any subsequent Renewal Term unless specifically agreed otherwise in writing by Hack The Box.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 IP Rights. The Subscriber acknowledges and agrees that Hack The Box and/or its licensors own all Intellectual Property Rights in and to the Services, the Software and the Documentation (including all improvements thereto). Except for the limited right to access and use the Services and Documentation granted under this Agreement, the Subscriber shall have no rights in or to the Services, the Software or the Documentation.

5.2 Restrictions. Except as expressly set out in this Agreement, Subscriber shall not and shall not authorize any third party to: (a) copy, attempt to copy, modify, duplicate, reproduce, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services, Software or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services or Software; (c) access all or any part of the Services, Software or Documentation to build a product or service which competes with the Services, Software or Documentation; (d) use the Services, Software or Documentation to provide services to third parties; (e) license, sell, rent, lease transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software or Documentation available to any third party; (f) attempt to obtain or assist third parties in obtaining access to the Services, Software or Documentation; (g) alter the Services or the Documentation in any unauthorized way, including without limitation, delete or in any manner alter the copyright, trademark, and other proprietary rights notices and labels appearing on the Services or Documentation as delivered or made available to Subscriber; (h) use the Services, Software or Documentation to train, evaluate or fine tune algorithms or AI models or (i) use the Services, Software or Documentation in a manner that infringes rights of Hack The Box or a third party. Subscriber acknowledges and agrees that only Hack The Box shall have the right to maintain, enhance or otherwise modify the Services, Software and Documentation. Subscriber agrees to indemnify Hack The Box from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) suffered or incurred by Hack The Box arising out of or related to any breach by the Subscriber of this Section 5.2.

5.3 Subscriber Materials. Hack The Box acknowledges that Subscriber and/or its

licensors own all Intellectual Property Rights in and to the Subscriber Materials. Except for the limited right to use the Subscriber Materials granted under this Agreement, Hack The Box shall have no rights in or to the Subscriber Materials. Subscriber: (a) grants Hack The Box, its Affiliates and sub-contractors a non-exclusive, royalty-free, worldwide license to use the Subscriber Materials for the purpose of providing the Services; and (b) warrants that the receipt and use of the Customer Materials by Hack The Box, its Affiliates and sub-contractors in accordance with the terms of this Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.

5.4 Usage Data. Hack The Box shall be permitted to collect and use the Usage Data for its reasonable business purposes. In the event Hack The Box wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymized and/or presented in the aggregate so that it will not identify Subscriber or its Authorized Users. The foregoing shall not limit in any way Hack The Box's confidentiality obligations pursuant to Section 10 below.

5.5 Feedback. If Subscriber provides Hack The Box with reports of defects in the Services or proposes or suggests any changes, modifications, or ideas (collectively "**Feedback**"), such Feedback shall be free from any confidentiality restrictions that might otherwise be imposed upon Hack The Box pursuant to this Agreement and may be implemented by Hack The Box in its sole discretion. Subscriber acknowledges that any services or materials incorporating any such Feedback shall be the sole and exclusive property of Hack The Box. Subscriber grants Hack The Box a worldwide, irrevocable, transferable, perpetual, royalty-free right, and license to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into Hack The Box's software and/or services, without any obligation to Subscriber.

6 IP INDEMNITY

- 6.1 IP Indemnity. Hack The Box shall, subject to Sections 6.2 and 6.3, defend Subscriber against all third-party claims, suits and proceedings resulting from the alleged violation, misappropriation, or infringement of such third party's patent, copyright, trademark or trade secret caused by Subscriber's use of the Services (each a "**Third Party IP Claim**"), and shall indemnify Subscriber against any amounts awarded against Subscriber in judgement or settlement of a Third Party IP Claim, provided that Subscriber: (a) promptly notifies Hack The Box about each Third Party IP Claim; (b) does not make any admission, or otherwise attempt to compromise or settle any Third Party IP Claim, and provides Hack The Box with reasonable cooperation and assistance in the defense and settlement of each Third Party IP Claim; and (c) gives Hack The Box sole authority to defend or settle each Third Party IP Claim.
- 6.2 Mitigation. In the event of a Third Party IP Claim, Hack The Box may: (a) obtain for Subscriber the right to continue using the Services in the manner contemplated by this Agreement, (b) replace or modify the Services so that they become non-infringing, or (c) if such remedies are not reasonably available, terminate this Agreement by notice in writing and without liability to Subscriber other than a pro rata reimbursement of prepaid Fees relating to any unused portion of the Subscription Term. Sections 6.1 and 6.2 state Subscriber's sole and exclusive rights and remedies, and Hack The Box's entire obligations and liability, in the case of any Third Party IP Claim
- 6.3 Exclusions. Hack The Box shall not in any circumstances have any obligation or liability if the Third Party IP Claim arises from or relates to: (a) Subscriber's use of the Services contrary to this Agreement or any instructions given by Hack The Box (whether in the Documentation or otherwise) or in violation of applicable laws; (b) Subscriber's use of the Services after notice of the alleged or actual infringement from Hack The Box or any appropriate authority; (c) any modification, alteration or conversion of

the Services by anyone other than Hack The Box (or as approved in writing by Hack The Box); (d) any combination or use of the Services with any computer hardware, software, data or service not provided by Hack The Box; (e) Hack The Box's compliance with specifications, requirements or requests of Subscriber; or (f) Subscriber's gross negligence or willful misconduct.

7 DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 7.1 DISCLAIMERS. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND HACK THE BOX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND RELATED TO THE SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. HACK THE BOX DOES NOT WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 7.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OR CORRUPTION OF DATA OR OTHERWISE RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), SHALL IN NO

EVENT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID TO HACK THE BOX UNDER OR IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

- 7.4 Sections 7.2 and 7.3 will not limit: (a) a Party's liability for death or personal injury caused by its negligence; (b) a Party's fraud or fraudulent misrepresentation; (c) any other liabilities that cannot be excluded under applicable law; or (d) Subscriber's payment obligations hereunder or liability for infringement of Hack The Box's Intellectual Property Rights.
- 7.5 SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, HACK THE BOX WOULD NOT PROVIDE THE SERVICE TO SUBSCRIBER.

8 TERM AND TERMINATION

- 8.1 Subscription Term. Unless terminated earlier in accordance with this Section 8, this Agreement shall commence on the Effective Date and continue until the end of the Initial Term at which point it will automatically renew for successive periods equal in length to the Initial Term (or such other period as the Parties may agree in writing) (each a "**Renewal Term**"), unless either Party provides written notice of non-renewal at least seven (7) days (in the case of monthly subscription plans) or thirty (30) days (in the case of all other subscription plans) before the end of the Initial Term or any Renewal Term. The Initial Term and each Renewal Term are collectively referred to herein as the "**Subscription Term**". Notwithstanding the foregoing if: (i) the Subscriber has purchased its subscription via a reseller, distributor or other partner of Hack The Box, this Agreement shall commence on the Effective Date and continue until the end of the Initial Term at which point it will automatically terminate unless the Partner signs or otherwise accepts a new Service Order Form; or (ii) Hack The Box has agreed to provide the Subscriber with a Trial Period, this Agreement shall commence on the Effective Date and continue until the end of the Trial Period at which point the

Initial Term shall commence (and the Subscriber shall become liable to pay the Fees) unless the Subscriber provides written notice of termination before the end of the Trial Period.

- 8.2 Termination for Cause. Without affecting any other right or remedy available to it, Hack The Box may terminate this Agreement immediately by written notice if the Subscriber or, where applicable, the Partner fails to pay any amount due under this agreement on the due date for payment and remains in default seven (7) days after being notified in writing to make such payment. Without affecting any other right or remedy available to it, either Party may terminate this Agreement immediately by written notice to the other Party if: (a) the other Party commits a material or persistent breach of any term (other than a payment term) of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or (b) the other Party has a liquidator, administrator or administrative receiver appointed over it, or a material part of its assets, or makes an arrangement or composition with its creditors, or an application to a court of competent jurisdiction for protection from its creditors, or (being an natural person) is declared bankrupt or makes an arrangement with or for the benefit of his creditors, or (in either case) suffers or takes any equivalent action in any jurisdiction. Upon any termination for cause by Subscriber, Hack The Box shall refund the Subscriber or, where applicable, the Partner any prepaid Fees covering the remainder of the Subscription Term. Upon any termination for cause by Hack The Box, Subscriber shall pay any unpaid Fees covering the remainder of the Subscription Term.
- 8.3 Effect of Termination. Upon the termination of this Agreement: (a) all rights and licenses granted under this Agreement will terminate and Subscriber and all Authorized Users must cease accessing and using the Services immediately; (b) each Party shall within thirty (30) days after written request return or destroy any Confidential Information of the other Party within its

possession or control. Subscriber acknowledges that it is responsible for exporting any Subscriber Materials to which Subscriber desires continued access after termination of this Agreement and Hack The Box shall have no liability for any failure of Subscriber to retrieve such Subscriber Materials and no obligation to store or retain any such Subscriber Materials after the termination of the Agreement.

- 8.4 Survival. Termination or expiration of this Agreement will not affect any obligations or liabilities of the Parties that have accrued prior to the effective date of expiration or termination (including any obligation to pay previously accrued amounts). Sections 5, 7, 8.3, 9, 10, 12, and 13 will survive any termination or expiration of this Agreement.

9 DATA PRIVACY AND SECURITY

- 9.1 Personal Data. Other than Authorized Users' login credentials used to create and manage user accounts, the Services are not designed to process (and do not require the processing of) personal data, and Subscriber is responsible for ensuring no other personal data is submitted to the Services. Personal data provided in connection with user account management will be treated in accordance with the then-current Privacy Notice at <https://resources.HackTheBox.com/hubfs/Legal/PN.pdf>.
- 9.2 DPA. To the extent applicable law requires the Parties to enter into a data processing agreement regarding the processing of the limited personal data described in Section 9.1, Hack The Box shall process personal data according to online data processing addendum that can be found at <https://resources.HackTheBox.com/hubfs/Legal/DPA.pdf>, which is incorporated herein by reference and made a part of this Agreement.
- 9.3 Security of Data. The Parties have or shall adopt and maintain data security policies and procedures that contain organizational and technical measures appropriate to the complexity, nature, and scope of its activities, to protect personal and confidential data against

unauthorized access, processing, disclosure, destruction, damage, or loss.

10 CONFIDENTIAL INFORMATION

- 10.1 The Receiving Party shall not use the Disclosing Party's Confidential Information or disclose such Confidential Information to any third party in each case except as expressly permitted by this Agreement. The Receiving Party will maintain the confidentiality of all Confidential Information in its possession or control using the same efforts that it ordinarily uses with respect to its own proprietary information of similar nature and importance, but no less than reasonable efforts. The foregoing obligations will not restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, to the extent it is legally permitted to do so, the Receiving Party gives reasonable notice to the Disclosing Party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors or to such of its employees, officers, partners or agents as have a reasonable need to know such Confidential Information. In addition, each Party may disclose the terms and conditions of this Agreement: (a) as required under applicable securities regulations; and (b) on a confidential basis to present or future investors in, lenders to or acquirers of such Party.
- 10.2 The Receiving Party hereby acknowledges that: (a) its rights to the Confidential Information to be provided by the Disclosing Party pursuant to the terms of this Agreement shall be limited to use in relation to the performance of the Agreement, and (b) the Disclosing Party may demand the destruction or return of the Confidential Information at any time upon giving written notice to the Receiving Party. The Receiving Party undertakes to notify the Disclosing Party promptly of any unauthorized use, copying or disclosure of any of the Confidential Information of which the Receiving Party becomes aware, and to provide all reasonable assistance to the Disclosing Party to terminate such

unauthorized acts. Nothing in this section shall prevent a Party from immediately seeking an injunction in cases where the Party will suffer irreparable harm without entry thereof.

11 DISPUTE RESOLUTION

- 11.1 Dispute Resolution Procedure. The Parties shall use the following procedure to address any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (a "Dispute").
- 11.2 Negotiation. Either Party may initiate the Dispute resolution procedures by sending notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties shall attempt to resolve the Dispute promptly through good faith negotiations including (a) timely escalation of the Dispute to executives who have authority to settle the Dispute and show they are at a higher level of management than the persons with direct responsibility for the matter, and (b) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties shall proceed to comply with the provisions of the following sub-section and submit Dispute to a court of competent jurisdiction.
- 11.3 Arbitration. Any Dispute remaining unresolved after compliance with the previous sub-section will be settled exclusively through binding arbitration administered: (a) in New York, NY by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules) if Subscriber is incorporated or organized in the USA, Canada, or otherwise in the Americas; or (b) in London by The London Court of International Arbitration (LCIA) pursuant to the LCIA Rules if Subscriber is incorporated or organized in any other jurisdiction. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief from any court having

jurisdiction for any alleged or threatened misappropriation of intellectual property rights or breach of confidentiality, and Hack The Box may pursue claims for unpaid invoices in small claims court or comparable venues in any applicable jurisdiction or refer such invoices to collections services. The prevailing Party in any dispute hereunder will be entitled to recover its reasonable attorney's fees and costs. THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.

- 11.4 Confidentiality. All communications made during negotiations under this section shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.
- 11.5 Injunctive Relief. Nothing in this section shall prevent a Party from immediately seeking an injunction in cases where the Party will suffer irreparable harm without entry thereof.
- 11.6 Governing Law. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with: (a) the laws of the State of Delaware, if Subscriber is incorporated or organized in the USA, Canada, or otherwise in the Americas; or (b) the laws of England and Wales, if Subscriber is incorporated or organized in any other jurisdiction; in each case without regards to conflicts of laws principles.

12 GENERAL TERMS

- 12.1 Modification. Hack The Box may modify all or any part of these Terms of Service at any time by posting a revised version ("**New Terms**") on its website or otherwise notifying Subscriber. The New Terms will become effective upon posting or as otherwise stated in the notice. By continuing to access and use the Services after the New Terms have been posted on Hack The Box's website or otherwise notified to it, Subscriber

agrees to be bound by the New Terms. It is Subscriber's responsibility to check Hack The Box's website for modifications. The date these Terms of Service were last modified is stated at the beginning of these Terms of Service.

- 12.2 Assignment. Subscriber may not assign this Agreement, in whole or in part, to any third party. Any purported assignment in violation of this section will be null and void.
- 12.3 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity except as expressly set forth herein.
- 12.4 Waiver. A Party's delay or failure to exercise or enforce any right or provision in this Agreement will not prejudice or operate to waive such right or provision.
- 12.5 Insurance. The Parties shall have in force and maintain at their own cost insurance policies with a reputable carrier in commercially reasonable types and amounts based on their operations.
- 12.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and it is the intent and agreement of the Parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is legal and enforceable and that achieves the same objective. The balance of this Agreement will not be affected.
- 12.7 Force Majeure. Hack The Box shall not be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials, pandemics, epidemics, or governmental action.
- 12.8 Compliance with Laws. Each Party

represents and warrants that it is aware of, understands and will comply with all laws and regulations applicable in the performance of this Agreement. In particular, each Party warrants and undertakes that, in connection with this Agreement and the performance thereof, it will comply with all applicable laws, regulations, rules and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism and similar laws, including the ones of the U.N., E.U., U.S., and the UK ("**Export Laws**").

- 12.9 Notices. Unless another email address is specified in writing by the Parties, all notices, demands, or consents required or permitted under this Agreement shall be in writing and delivered at the following email addresses:

For Hack The Box:
legal@hackthebox.com

For Subscriber: The email address provided to Hack The Box.

A notice sent by email in accordance with this Section 12.9 shall be deemed to have been received at the time of transmission of the email or, if this time is outside business hours (being 09:00 to 17:30 in the place of receipt), when business hours next resume.

This section does not apply to the service of any proceedings or other documents in any legal action.

- 12.10 Publicity. Neither Party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other Party.
- 12.11 Entire Agreement. This Agreement together with any schedules and other documents referred to herein, represents the entire agreement between the parties with respect to Subscriber's access to, and use of, the Services. To the extent that the terms of this Agreement are in conflict with the terms of any other agreement between Subscriber and Hack The Box, the terms of this Agreement will take precedence and supersede the terms of such other agreement with respect to Subscriber's access to, and use of, the Services.

- 12.12 Electronic Signature. To demonstrate Subscriber's assent to this Agreement, Hack The Box may require Subscriber's authorized representative to click an "accept," "agree," or other assent indicator accompanying this Agreement. Subscriber understands that activation of such an indicator will constitute its electronic signature and acknowledges that such electronic signature is equivalent to a handwritten signature.

13 SPECIAL TERMS

- 13.1 Federal Government End Users. Any Services, including related software and technology, provided for ultimate federal government end use will be provided solely in accordance with the following: the Services consist of "commercial items," as defined at FAR 2.101. The Services, and related technical data and software rights, are provided in accordance with the Agreement's customary commercial license, and in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data) and DFAR 227.7202-3 (Software and Documentation). If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement with Hack The Box specifically granting those rights.
- 13.2 CTF Credits. The purchase and use of CTF Credits by the Subscriber shall be governed by the CTF Credits Terms, which can be found here: <https://resources.hackthebox.com/hubs/Legal/CTF.pdf> and which are incorporated herein by reference and made a part of this Agreement.



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