CUSTOMER AGREEMENT (SaaS)

This Software as a Service Agreement (the "Agreement") is entered into as of _____ __, 20__ by and between:

(a) **HACK THE BOX LIMITED**, a company incorporated in England and Wales with registered company number 10826193 whose registered office address is at 38 Walton Road, Folkestone, Kent CT19 5QS ("HackTheBox"); and

(b) _____, a company incorporated in _____ whose registered office address is at _____ with a registered company number _____ ("Customer")

HackTheBox is in the business of providing cyber-security training via SaaS.. Customer wishes to use the Services and HackTheBox has agreed to grant Customer a limited right to access and use Services. Therefore, In consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, covenant and agree as follows:

DEFINITIONS
Terms used in this Agreement shall have the respective meaning set forth in this Section 1 or in context elsewhere in this Agreement.

a. "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.

b. "Customer Data" means all data uploaded to the Services by Customer (including where applicable Authorized Users), and in all data derived from it, including personal data. For the avoidance of doubt, Customer Data does not include Usage Data.

c. "Service Order Form" means HackTheBox's Quote accepted by Customer via Customer's purchase order or other ordering document submitted to HackTheBox (directly or indirectly through a Reseller) to order HackTheBox's SaaS Services, which references the Services, the Fees, the quantities (Number of Users / Virtual Machines), the Subscription Term, and other applicable terms set forth in an applicable ordering document, or any other document(s) by which Customer orders the Services pursuant to this Agreement

d. "Authorized Users" means Customer's and its Affiliates employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement, (ii) for whom access to the Services has been purchased hereunder, and (iii) with respect to consultants, contractors and non-employee agents of Customer, who have entered into a written agreement with Customer obligating such consultant, contractor and non-employee agent to protect the confidentiality of the Services and Provider's Confidential Information to at least the same extent as protected by this Agreement.

e. "Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring 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.

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

g. " Service" means the specific HackTheBox internet-accessible software-as-a-service(s) offering(s) identified in an Service Order Form and hosted by HackTheBox, its affiliates or service providers and made available to Customer over a network on a subscription basis at the websites www.hackthebox.eu or www.hackthebox.com and all subdomains and/or other web pages designated by HackTheBox, including associated components.

h. "Subscription Term" means the period of time during which Customer is subscribed to the Services, and is permitted to access and use the Service, as specified in a Service Order Form and which shall begin upon acquiring access to the Service.

i. "Fees" means the amounts to be paid by Customer to HackTheBox for the Services and other activities described in the Service Order Form.

j. "Confidential Information" refers to the following items one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within five (5) business days;(c) any of Discloser's 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, customer 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.

1. ACCESS AND USE

1.2. **Access and Use.** Subject to payment of all applicable Fees, set forth in the applicable Service Order Form and the terms and conditions of this Agreement, HackTheBox hereby grants Customer, a limited, during the Subscription Term,non-exclusive, non-transferable and revocable right to access and use (and permit Authorized Users to access and use) the Services and any provided Documentation solely for Customer's and its Affiliates' internal purposes in accordance with the Documentation and subject to the use limitations indicated in the applicable Service Order.

1.3. **. Acceptable Use.** Customer agrees to use the Services strictly in accordance with the Acceptable Use Policy located at https://www.hackthebox.com/legal/aup which is incorporated herein by reference and made a part of this Agreement. Customer agrees that it will immediately notify HTB and take all necessary actions at its disposal to prevent activities in breach of the Acceptable Use Policy from continuing or happening again once it becomes aware of the activities.

1.4. **Login Access to the Services.** Each Authorized User must create a user-account in order to access and use the Services. User-account may be accessed solely by Customer's and its Affiliates' Authorized Users. Customer will ensure that the Authorized Users keep the account login details secure at all times and comply with the terms of this Agreement; and will be fully responsible for any breach of this Agreement by an Authorized User.

1.5. **Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the Services. Customer shall notify HackTheBox immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use reasonable efforts to stop such breach.

1.6. **Right to Suspend Services.** HackTheBox may temporarily suspend Customer's or Authorized Users' access to any portion of the Services if HackTheBox reasonably believes in good faith that: (A) there is a threat or attack on the Services or other event that imminently threatens the security, integrity, or availability of the Services, and HackTheBox temporarily suspends the same or substantially similar access to its other substantially similarly situated customers; or (B) Customer's or Authorized Users' use of the Services in violation of this Agreement that materially disrupts or imminently threatens the security, integrity, or availability of the Services; or (C) Customer or Authorized Users is using the Services in violation of applicable laws ((A) through (C) collectively, "Service Suspensions"); in each case provided that such suspension shall apply to the specific Authorized User only and not affect other Authorized Users' use of the Services. HackTheBox shall provide prior written notice of any Service Suspension to Customer, and, in the event of a Service Suspension pursuant to (B) or (C), shall work with Customer to cure the violation. Any Service Suspension shall be as limited in scope and duration as possible, and HackTheBox shall provide updates regarding resumption of Services following any Service Suspension. Customer shall not be entitled to service credits under the Service Levels for any Service Suspension. HackTheBox will promptly reinstate Customer's access and use once the issue has been resolved.

1.7. HackTheBox reserves the right to refuse registration of, or to cancel, login IDs that it reasonably believes to violate the terms and conditions set forth in this Agreement, in which case HackTheBox will promptly inform Customer in writing of such refusal or cancellation. .

1.8. **Support and Availability.** HackTheBox shall provide support to Customer according to the Service Levels in AppendixB

2. PAYMENTS, INVOICING AND TAXES

2.1. **Payment Terms.** Customer shall pay all invoices, within forty five (45) days of the date of an invoice, without any deduction or set-off (except for any amount disputed promptly and in writing by Customer in good faith). Payment will be sent to the address specified by HackTheBox. from Customer's receipt of an invoice from Hackthebox. All sums payable under this Agreement are due from Customer and must be invoiced to Customer. All amounts due under this Agreement will be in GBP, unless the parties agree otherwise.

2.2. **Invoices.** Hackthebox shall invoice Customer on a timely basis all fees arising out or in connection with this Agreement. Invoices will be addressed to the invoicing department of the Customer entity in this Agreement. Hackthebox shall submit invoice for services by e-mail in a .pdf format to email provided by Customer.

2.3. Except for any amounts disputed in good faith, all past due amounts will incur interest at a rate of at 2% per annum above the base rate of the Bank of England.

2.4. Without prejudice to Customer's rights set out elsewhere in this Agreement, all Services fees are non-refundable and payable in advance. HackTheBox may invoice for purchases of Services upon access is given.

2.5. **Taxes.** Customer shall pay sales, use, value added, goods and services, and all other similar taxes imposed by any federal, state, or local governmental entity for items and/or services provided under this Agreement, excluding taxes based solely on HackTheBox's income or property. Customer shall pay such tax(es) in addition to the sums due under this Agreement provided that HackTheBox itemizes them on a proper VAT, GST or other invoice. Any taxes paid on behalf of Customer by HackTheBox shall be identified on the applicable invoice. If Customer is required to withhold or deduct any taxes from any payment, Customer shall not be required to "gross up" the amount of such payment and shall pay the total amount reflected on the invoice less the applicable withholding taxes. The Parties shall cooperate in good faith to minimize taxes to the extent legally permissible. Each Party shall provide and make available to the other Party any resale certificates, treaty certification and other exemption information reasonably requested by the other Party. Notwithstanding the foregoing, provided Customer furnishes HackTheBox with a copy of a resale exemption certificate, no sales taxes will be billed to Customer.

2.6. **Indirect Orders.** If Customer places an Indirect Order, then HackTheBox grants the rights described in this Agreement in consideration for and subject to: (a) Customer's agreement to comply with the pricing and payment terms of the Indirect Order, to be separately agreed between Customer and the applicable Reseller; and (b) Customer's agreement to comply with its obligations set forth in this Agreement (including the restrictions on use of the Services). Notwithstanding the foregoing, the final sales price or rate shall be freely and independently determined between the applicable Reseller and Customer. For the avoidance of doubt, in the case of such an Indirect Order, any indication in this Agreement of an agreement between Customer and HackTheBox for the price payable by Customer for such Indirect Order shall be null and void and not form a binding part of this Agreement and the provisions of this Agreement related to payment terms, pricing and/or order procedures shall not apply.

2.7.   **Refunds.** Due to their nature, payments are generally non-refundable and any refunds or credits given will be at the sole discretion of the Hackthebox. If HackTheBox chooses to issue a refund for any reason, HackTheBox is only obligated to refund in the original currency of payment. Paid accounts which are terminated due to a violation of this Agreement will incur the loss of all payments and credits and are not eligible for refund.

3.   RIGHTS IN INTELLECTUAL PROPERTY

3.1.   **IP Rights.** Customer expressly acknowledges that, except for the limited right, to access and use the Services, granted under this Agreement, HackTheBox owns all worldwide rights, title and interest in and to the Services and all improvements thereto including all worldwide Intellectual Property Rights therein, and in and to 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 HackTheBox (collectively, the "Documentation"). Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices and labels appearing on the Services as delivered or made available to Customer. Customer agrees that only HackTheBox shall have the right to maintain, enhance or otherwise modify the Services.

3.2.   **Customer Data.** Customer owns all right, title and interest in all Customer Data. Nothing in this Agreement shall be construed to grant HackTheBox any rights in Customer Data beyond those expressly provided herein. Customer grants HackTheBox and its Affiliates the limited, non-exclusive, worldwide license to view and use the Customer Data solely for the purpose of providing the Services.

3.3.   **Usage Data.** HackTheBox shall be permitted to collect and use the Usage Data for its reasonable business purposes and for Customer's benefit. In the event HackTheBox 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 Customer or its Authorized Users. The foregoing shall not limit in any way HackTheBox's confidentiality obligations pursuant to section 4 below.

3.4.   **Feedback.** If Customer provides HackTheBox 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 HackTheBox pursuant to this Agreement and may be implemented by HackTheBox in its sole discretion. Customer acknowledges that any HackTheBox Services or materials incorporating any such Suggestions shall be the sole and exclusive property of HackTheBox. In any case Customer grants HackTheBox 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 HackTheBox's software Services and/or services, without any obligation to Customer.

3.5.   All goodwill generated from the use of any HackTheBox's Intellectual Property shall inure to HACKTHEBOXs benefit. HackTheBox reserves the right to seek all remedies available for any violation of this Section.

4.   CONFIDENTIALITY

4.1.   In connection with this Agreement, the parties may exchange sensitive and Confidential Information. Each party will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party outside the scope of this Agreement. Each party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other 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 providers of venture capital and/or potential private investors in or acquirers of such party.

4.2.   The receiving Party hereby acknowledges that: (i) 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 (ii) the disclosing Party may demand the 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.

5.   DATA PRIVACY AND INFORMATION SECURITY

5.1.   **Data Protection Laws.** To the extent that Customer needs a data processing agreement, Customer and HackTheBox shall enter into the Data Processing Agreement that can be found at https://www.hackthebox.com/legal/dpa.

5.2.   **Security of Data.** Parties shall exercise reasonable care in safeguarding confidential and personal data according to the principles of Confidentiality, Integrity and Availability (CIA). 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.

6.   WARRANTIES

6.1.   Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) 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; (iii) the person executing this Agreement on the Party's behalf has express authority to do so and to bind the Party; (iv)the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate any applicable laws and (vi) this Agreement is a valid and binding obligation of the Party.

6.2.   HackTheBox represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with provided Documentation. As the Customer's sole and exclusive remedy and the Company's sole liability for

breach of this warranty, the Company shall use commercially reasonable efforts to repair the Services in accordance with the SLA.

6.3. During the applicable Subscription Term, HackTheBox warrants to Customer that it has the right to grant the rights and licenses contemplated by this Agreement. This warranty does not apply to use of the Service in combination with hardware or software not provided by HackTheBox.

6.4. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. HACKTHEBOX DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION OR USE WILL BE UNINTERRUPTED OR ERROR FREE. HACKTHEBOX DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INTERFERENCE, OR FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNIFICATION

7.1. **Infringement Indemnity.** HackTheBox shall defend and indemnify Customer 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 Customer's authorized use of the Services in accordance with this Agreement and all directly related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees).

7.2. If the Services becomes, or HackTheBox reasonably determines that the Services is likely to become, subject to a claim of infringement for which HackTheBox must indemnify Customer as described above, HackTheBox may at its option and expense: (a) procure for Customer the right to continue to access and use the Services, (b) replace or modify the Services so that it becomes non-infringing without causing a material adverse effect on the functionality provided by the infringing Services, or (c) if neither of the foregoing (a) and (b) options are available in a timely manner on commercially reasonable terms, terminate the affected Service Order or Service and provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected Service. This section states the sole liability of HackTheBox and the exclusive remedy of Customer with respect to any indemnification claims arising out of or related to this Agreement.

7.3. **Customer Indemnity.** Customer will defend, indemnify and hold harmless HackTheBox its affiliates, vendors, and officers, directors, employees, subsidiaries, licensors, agents and suppliers from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from Customer's: (i) unauthorized use of the Services; (ii) violation of any applicable laws, regulations or third party rights, including, without limitation, any intellectual property rights or privacy right of such third party, in connection with the Services; and (iii) violation of any of these terms or the applicable terms of a Third Party.

7.4. **Process.** Each Party's defense and indemnification obligations herein will become effective upon, and are subject to: (a) the indemnified Party's prompt notification to the indemnifying Party of any claims in writing; and (b) the indemnified Party providing the indemnifying Party with full and complete control, authority and information for the defense of the claim, provided that the indemnifying Party will have no authority to enter into any settlement or admission of the indemnified Party's wrongdoing on behalf of the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld). At the indemnifying Party's request, the indemnified Party shall reasonably cooperate with the indemnifying Party in defending or settling any claim.

7.5. **Exclusions.** The above HackTheBox obligations to defend and indemnify will not apply in the event that a claim arises from or relates to: (a) use of the Services not in accordance with any documentation and this Agreement; (b) Customer's use of the Services in violation of applicable laws; (c) any modification, alteration or conversion of the Services not created or approved in writing by HackTheBox; (d) any combination or use of the Services with any computer, hardware, software, data or service not required by any documentation; (e) HackTheBox's compliance with specifications, requirements or requests of Customer; or (f) Customer's gross negligence or willful misconduct.

8. LIMITATION OF LIABILITY

8.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS, ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN; EITHER PARTY'S WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF LAW AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE ACCESS AND USE RIGHT BY CUSTOMER PURSUANT TO SECTION 1); NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, OR LOSS OF USE, DATA, BUSINESS.

8.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS, ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN; A PARTY'S WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF LAW, AND/OR DAMAGES RESULTING FROM CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE ACCESS AND USE RIGHT BY CUSTOMER PURSUANT TO SECTION 1); EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT.

9. TERM AND TERMINATION

9.1. **Term.** This Agreement will be effective upon signature by both Parties and shall remain in force during the applicable Subscription Term of the Services unless or until terminated by either Party pursuant to this section.

9.2. **Termination.** During the term either Party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other Party of a breach of this agreement if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, HackTheBox shall refund Customer any prepaid fees covering the remainder of the Term. (b) Upon any termination for cause by HackTheBox, Customer shall pay any unpaid fees covering the remainder of the term.

9.3.   HackTheBox will have the option, but not the obligation, to terminate this agreement or suspend performance of the services if Customer fails to pay any amounts due under this Agreement and within ten (10) days of a previous written notice.

9.4.   Upon termination of this Agreement, (a) Customer will have no further right to access or use the Services and shall not use the Services and (b) each Party shall within thirty (30) days after written request return or destroy any tangible Confidential Information of the other Party within its possession or control. Customer acknowledges that it is responsible for exporting any Customer Data to which Customer desires continued access after termination/expiration, and HackTheBox shall have no liability for any failure of Customer to retrieve such Customer Data and no obligation to store or retain any such Customer Data after the termination of the Services.

9.5.   The following provisions will survive termination or expiration of this Agreement: (a) Any obligation of Customer to pay fees; (b) the terms of Indemnification, Limitation of Liability, IP-Rights, Effect of Termination, Survival, Confidentiality, Data Protection Obligations, Dispute Resolution, Service restrictions and Additional Terms and (c) any other terms to the extent stated, or necessarily implied by their nature, to survive termination or expiration of this Agreement and any Service Order. In addition, all outstanding fees and other charges under the Agreement or Service Order (as applicable) will become immediately due and payable and shall remain in full force and effect until they are satisfied in full.

10.   RESPONSIBLE BUSINESS CONDUCT

a. **Compliance with Laws**. Each party represents and warrants that it is aware of, understands, has complied with, and will comply with, all applicable national, federal EU and international laws and regulations applicable in the performance of this Agreement.

b. **Human rights.** Parties support the principles set out in the Universal Declaration of Human Rights and are committed to ensuring that all employees are treated with dignity and respect and are not subjected to demeaning conditions.

c. **Harassment.** Parties commit to foster a culture and a workplace environment free from intimidation, threats, hostility, violence, harassment, threats of harassment, or retaliation for reporting harassment or disruptions to work performance.

d. **Labor.** Parties commit not to use forced or involuntary labor nor demand work/service from an individual under threat or coercion. Parties shall not exploit child labor and shall not employ any workers under the age of 15 or the minimum legal working age, whichever is greater. Employment of workers under the age of 18 should not interfere with their compulsory education and should not, by the nature of the work or the circumstances in which it is carried out, be likely to harm their health, safety, or morals.

e. **Equal opportunity.** Parties commits to foster a culture which seeks to promote equal opportunity for all and not tolerate unlawful discrimination.

f. **Decent work conditions.** Parties shall comply with all applicable laws and regulations regarding working conditions such as the minimum legal wage; the payment of overtime; the observation of legally mandated break and rest periods; and the health and safety of the workers in the workplace.

g. **Environment.** Parties commit to seeking to improve energy efficiency and reduce consumption of natural resources including energy (electricity and heating), water, and fuel, as well as to using environmentally friendly innovations and practices that reduce negative environmental impacts; to taking reasonable steps to minimize emissions of greenhouse gases and hazardous pollutants; to making efforts to eliminate or reduce levels of waste generated and increase landfill diversion, reuse, and recycling.

h. **Integrity and ethics.** Parties are committed to conducting business with integrity, according to the best ethical practices and principles and to supporting efforts to eradicate corruption and financial crime.

i. **Corruption / bribery.** Parties shall comply with laws, regulations and standards relating to prevention of bribery, money laundering, terrorist financing or other financial crimes.

j. **Competition and antitrust.** Parties shall conduct business in compliance with all applicable competition/antitrust laws and regulations.

11.   EXPORT COMPLIANCE

11.1.   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. UK ("Export Laws").

11.2.   Customer warrants and undertakes that it not and will not provide to, or give access in any way to, pursuant to this Agreement to, directly or indirectly, any country, company or individual that is prohibited under Export Laws.

12.   DISPUTE RESOLUTION

12.1.   **Dispute Resolution Procedure.** The Parties shall use the following procedure to address any dispute relating to this Agreement (a "Dispute").

12.2.   **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 (i) 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 (ii) 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 subsection and submit Dispute to a court of competent jurisdiction.

12.3.   **Litigation, Venue and Jurisdiction.** If a Dispute remains unresolved after compliance with the previous subsection either Party may then submit the Dispute to a court of competent jurisdiction as set forth in Section 12.8.

12.4.   **Confidentiality.** All communications made during negotiation 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.

12.5.   **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.

13. ADDITIONAL TERMS

13.1. **IInsurance.** Parties shall have in force and maintain at its own cost all applicable and appropriate insurance coverage in an amount sufficient to cover Party's obligations in this Agreement with a reputable insurer authorized to act as such by the competent Authority.

13.2. **Independent Contractors.** Nothing in this Agreement will be construed to imply a joint venture, partnership or principal-agent relationship between HackTheBox and Customer, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever.

13.3. **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 HackTheBox: legal@hackthebox.eu

For Customer: The email provided to HackTheBox.

13.4. **Assignment.** Neither Party may assign this Agreement or any Service Order, or sublicense, assign or delegate any of its rights or obligations, in whole or in part, under this Agreement or any Service Order without the advance written consent of the other Party, and any attempted or purported assignment thereof without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement and all Service Orders without such prior written consent in the context of a merger, acquisition, or sale of all or substantially all its assets. This Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each of the Parties hereto and their respective permitted successors and assigns.

13.5. **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 Parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter shall not apply to this Agreement.

13.6. **Publicity.** Absent the other party's prior written consent that may be withheld at its discretion, each party may not communicate or publicize the existence of any business relationship established by this Agreement except internally. Absent the other's party prior written consent which may be withheld at its discretion, each party will not use other's party's names or trademarks in connection with any advertising or promotional materials or activities, in a Web site, in a press release, or in other written, electronic, magnetic or laser media communications with, or services, materials or products provided to, third parties.

13.7. **Force Majeure.** Except for each party's payments obligations, neither party shall 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 or governmental action.

13.8. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the law of England and Wales, without regard to any statutory or common-law provision pertaining to conflicts of laws. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement (including non-contractual disputes or claims).

13.9. **Complete Understanding**. This Agreement, along with the Schedules or referenced documents or additional terms attached hereto, contains the entire Agreement between the Parties with respect to the matters specified herein and supersedes all prior or contemporaneous representations, understandings, agreements or communications between Customer and Hackthebox, whether written or verbal, regarding the subject matter of this Agreement.

13.10. This Agreement may be executed in so-called "pdf" format or electronic signature and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for the purpose of validity, enforceability and admissibility, the same as hand-written signatures.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be duly executed as of the day and year the last party signed this agreement below (the "Effective Date").

HACKTHEBOX, LTD.:   **CUSTOMER:**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Appendix A
Service Order Form

This Service Order ("SO") dated [   ], is entered into by and between [_____] ("Customer") and HACK THE BOX LIMITED, ("HackTheBox") pursuant to the terms of the Customer Agreement between Customer and Hackthebox which is hereby incorporated by reference and together form the entire agreement between the parties ("Agreement").

In the case of any conflict between the Terms and this SO, then the provisions in this SO will prevail. Capitalised terms not defined in this SO have the meaning given in the Agreement.

This SO will remain in effect until Services are completed (the "Term").

QUOTE

Service Description	Price/Item	Quantity	Price
Total			

This SO may be executed in so-called "pdf" format or electronic signature and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this SO shall be treated, for the purpose of validity, enforceability and admissibility, the same as hand-written signatures.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be duly executed as of the day and year the last party signed this agreement below (the "Effective Date").

HACKTHEBOX, LTD.:   **CUSTOMER:**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

SERVICE LEVELS

1. **AVAILABILITY**

Requirement	Metric Target
System Availability	99.5%
Planned Downtime	< 120 Minutes / month

System Availability will be measured monthly using the following formula:
• **Total Minutes in the Month** = Days in the month x 24 hours/day x 60 min/hour
• **Total Expected Availability in Minutes** = Total Minutes in the month – Planned Down Time per month (in Minutes)
• **Total Minimum Available Minutes** = Total Optimal Minutes x Expected System Availability (%)
• **Total amount of allowable Unplanned Down Time in Minutes per Month** = Total Expected Availability in Minutes – Total Minimum Availability in Minutes

Any service downtime longer than 24 hours would be compensated as prolongation with equivalent time of service.

2. **CUSTOMER SUPPORT & RESOLUTION**

Hack The Box provides a dedicated customer support portal to its customers. Upon raising a ticket, the maximum time to respond between each new update on the ticket is 1 business day. Our support team works from 08.00-18.00 Mon-Fri GMT+3 (Bucharest, Athens). In the case of holidays, the support process might be slower.

Priority	Time to First Response	Time to Resolution
Tier I	4 hours	8 hours
Tier II	8 hours	1 business day
Tier III	1 business days	3 business days

"Time to first response" window relates to the timeframe between when the ticket is created until it is taken and responded to by a CS Specialist.

"Time to resolution" window relates to effective worktime on the ticket. This is a counter from the opening of the ticket until the closure of it, disregarding off-work hours and weekends. It applies both to the time taken by the solution to be developed AND the time the customer takes to respond to further questions from the CS Specialist if the first customer answer wasn't satisfactory or detailed enough.

Definition of Incident Levels:

Severity	Definition
Tier I	An incident or problem that has severe business impact to all Client users
Tier II	An incident or problem with workaround solution that has major business impact to the majority of Client users
Tier III	An incident or problem that has limited business impact to a group of Client users

Provider Support Services
Contact Methods:

Contact Method (Phone, Chat, Email, Portal)	Rank Recommended for quickest response
Self-Service Help Center: help.hackthebox.eu	1
Live chat Support: Green chat bubble placed on the bottom right of all the HackTheBox platforms. (Note: Please disable script or ad blockers in order to load the chat bubble.)	2
Email: support@hackthebox.eu	3
Dedicated Account Manager	4

Legal & Compliance:

Online Data Protection Addendum

ONLINE DATA PROTECTION ADDENDUM

You should download a copy for future reference.

This Data Processing Addendum and its Schedules and Annexes ("DPA") reflect the parties' agreement with respect to the Processing of Personal Data between HackTheBox Ltd., a company registered in England & Wales under company number 10826193 with offices at 38 Walton Road, Folkestone, Kent, United Kingdom, CT19 5QS ("HackTheBox") and the Subscriber in connection with the Subscription Agreement to the Services.

This DPA is supplemental to, and forms an integral part of, the Subscription Agreement and is effective upon its incorporation into the Subscription Agreement, which may be specified in the Subscription Agreement, an Order or an executed amendment to the Subscription Agreement. In case of any conflict or inconsistency (a) any of the provisions of this DPA and the provisions of the Subscription Agreement, the provisions of this DPA will prevail; and (b) the Standard Contractual Clauses and any other terms in this DPA, the provisions of the Standard Contractual Clauses will prevail.

HackTheBox may non-materially update this DPA from time to time, with such updated version available at https://resources.hackthebox.com/hubfs/Legal/DPA.pdf or a successor website link designated by HackTheBox; provided, however, that no such update shall materially diminish the privacy or security rights of Subscriber.

The term of this DPA will follow the term of the Subscription Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Subscription Agreement.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

Personal Data relates.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms have the meanings set forth below.

"Anonymized Data" means a data set that does not contain any Personal Data. Aggregated data is Anonymized Data.

"Data Controller" or "Controller" means the natural or legal person that alone or jointly with others determines the purposes and means of the Processing of Personal Data.

"Data Protection Laws" means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, in each case as amended, repealed, consolidated or replaced from time to time.

"Data Subject" means the individual to whom

"Europe" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

"European Data" means Personal Data that is subject to the protection of European Data Protection Laws.

"European Data Protection Laws" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("UK

GDPR"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance ("Swiss DPA"); in each case, as may be amended, superseded or replaced.

"EEA" means the European Economic Area.

"Instructions" means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalising, blocking, deletion, making available).

"Personal Data" means any information relating to an identified or identifiable Data Subject where (i) such information is contained within Subscriber Data; and (ii) is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by HackTheBox and/or our Sub-Processors in connection with the provision of the Services. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. The terms "Process", "Processes" and "Processed" will be construed accordingly.

"Processor" means a natural or legal person that processes Personal Data on behalf of the Controller.

"Special Category Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"Standard Contractual Clauses" means, means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 currently found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, as may be amended, superseded or replaced..

"Subprocessor" means a Processor engaged by HackTheBox as a Processor to assist in fulfilling our obligations with respect to the provision of the Subscription Services under the Agreement. Sub-Processors may include third parties but will exclude any HackTheBox employee or consultant.

"Subscription Agreement" means the relevant agreement or terms of service governing Subscriber's access and use of the Services. HackTheBox's standard terms and conditions can be found at https://resources.hackthebox.com/hubfs/Legal/B2BT.pdf

"UK Addendum" means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf, as may be amended, superseded, or replaced.

2. RELATIONSHIP OF THE PARTIES

2.1 The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Data Controller and HackTheBox is the data Data Processor.

2.2 Unless another data processing agreement is signed by the parties, by signing the Subscription Agreement, Subscriber enters into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of itself and in the name and on behalf of its Affiliates using the Services. The person or entity entering into this DPA as a Subscriber represents that it is authorized to agree to and enter into this DPA for and on behalf of itself, and as applicable, each of its Affiliates. For the avoidance of a doubt only Subscriber shall be entitled to provide instructions, exercise any rights or seek any remedies under this DPA.

3. CONTROLLER RESPONSIBILITIES

3.1 Within the scope of the Subscription Agreement and in its use of the Services, Subscriber will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the instructions it issues to HackTheBox. In particular but without prejudice to the generality of the foregoing, Subscriber acknowledges and agrees that will be solely responsible for (i) the accuracy and legality of Subscriber Data and the means by which Subscriber acquired Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring Subscriber has the right to transfer, or provide access to, the Personal Data to HackTheBox for Processing in accordance with the terms of the Subscription Agreement (including this

DPA); and (v) complying with all applicable laws related to the use of the Services.

3.2 The parties agree that the Subscription Agreement (including this DPA), together with Subscriber's use of the Service in accordance with the Subscription Agreement, constitute Subscriber's complete Instructions to HackTheBox in relation to the Processing of Personal Data, so long as Subscriber may provide additional written instructions during the subscription term that are consistent with the Subscription Agreement, the nature and lawful use of the Service.

3.3 Subscriber is responsible for independently determining whether the data security provided for in the Service adequately meets its obligations under applicable privacy and data protection laws.

3.4 Subscriber will retain control of the Personal Data and remain responsible for its compliance obligations under the applicable privacy and data protection requirements. Without limitation, Subscriber agrees that is solely responsible for providing any required notices and obtaining any required consents for the processing instructions it gives to HackTheBox and its secure use of the Services, including (a) making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Personal Data; (b) securing the account authentication credentials, systems and devices Subscriber and its Authorised Users use to access and use the Services; (c) securing Subscriber's systems and devices that it uses to access and use the Services; and (d) maintaining its own backups of Personal Data.

3.5 Subscriber agrees to immediately notify HackTheBox if it becomes aware of any unauthorized or unlawful processing of the Personal Data; or any security breach.

3.6 Subscriber acknowledges that HackTheBox is under no duty to investigate the completeness, accuracy, or sufficiency

of any specific Subscriber instructions or the Personal Data other than as required under applicable law.

4. PROCESSOR OBLIGATIONS

4.1 HackTheBox will Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Subscriber's lawful instructions, except where and to the extent otherwise required by applicable law or in order to verify compliance with applicable legislation. If applicable law requires HackTheBox to process Personal Data other than in accordance with the instructions, HackTheBox shall notify Subscriber of any such requirement before processing the Personal Data (unless Applicable Law prohibits such information on important grounds of public interest); and HackTheBox shall promptly inform Subscriber if it becomes aware of an instruction that, in HackTheBox's opinion, infringes Data Protection Laws.

4.2 Subscriber acknowledges and agrees that such instruction authorises HackTheBox to Process Subscriber Data (a) to perform its obligations and exercise its rights under the Subscription Agreement; and (b) to perform its legal obligations and to establish, exercise or defend legal claims in respect of the Subscription Agreement.

4.3 To the extent Subscriber is unable to amend, transfer, or delete the Personal Data, or to stop, mitigate, or remedy any unauthorized processing, HackTheBox will promptly comply with any Subscriber's request or instruction, to perform such actions on its behalf.

4.4 HackTheBox will ensure that any personnel authorized to Process Personal Data (a) are informed of the Personal Data's confidential nature and use restrictions and are obliged to keep the Personal Data confidential; (b) have undertaken training on the handling of Personal Data; and (c) are aware both of the HackTheBox's duties

and their personal duties and obligations under this DPA.

4.5 HackTheBox will implement and maintain technical and organisational security measures to protect Personal Data from security incidents as described at https://resources.hackthebox.com/hubfs/Legal/DSM.pdf. Notwithstanding any provision to the contrary, HackTheBox may modify or update the security measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the security measures.

4.6 HackTheBox will conduct audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this DPA, including, but not limited to, obtaining a vulnerability assessment performed by a third-party audit firm based on recognized industry best practices. HackTheBox shall further provide written responses to information security and audit questionnaires that Subscriber (acting reasonably) considers necessary to confirm HackTheBox's compliance with this DPA, provided that Subscriber shall not exercise this right more than once per year.

4.7 HackTheBox will notify Subscriber without undue delay, upon becoming aware of any Personal Data Breach, affecting Personal Data HackTheBox Processes in connection with the provision of Services to Subscriber. Upon request, HackTheBox will promptly provide Subscriber with reasonable assistance as necessary to enable Subscriber to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if it is required under applicable privacy and data protection laws.

4.8 Hackthebox will delete any Subscriber Data within 2 months from the termination or expiration of the Subscription Agreement. This term shall apply except where HackTheBox is required by applicable law to retain some or all of Subscriber Data or where HackTheBox

has archived Subscriber Data on back-up systems, which data are isolated and protected from any further processing or in order to defend any legal claims in regard to the Subscription Agreement.

4.9 The Service provides Subscriber with a number of controls that can be used to correct, delete or restrict Personal Data. To the extent that Subscriber is unable to independently address a Data Subject request via the Service, HackTheBox will provide Subscriber with commercially reasonable assistance, upon request, to help Subscriber to respond to a Data Subject's request or a request from data protection authorities. If a Data Subject request or other communications in regard to the Processing of Personal Data is made directly to HackTheBox, HackTheBox will promptly inform the Subscriber and will redirect the Data Subject to Subscriber. Subscriber will be solely responsible for responding to such requests or communications.

5. SUB-PROCESSORS

5.1 Existing Subprocessors. HackTheBox's appointed Sub-Processors are available at https://resources.hackthebox.com/hubfs/Legal/SPL.pdf.

5.2 Subscriber specifically authorises HackTheBox to use these Subprocessors, and grants HackTheBox a general authorization to engage Subprocessors, provided that: (a) HackTheBox enters into a written contract with the Subprocessor that contains terms substantially the same as those set out in this DPA and (b) HackTheBox remains liable for any acts or omissions of such Sub-Processor that cause us to breach any of its obligations under this DPA.

5.3 Subprocessor list may be updated by HackTheBox from time to time. HackTheBox will notify Subscriber of any additions to or replacements of its Subprocessor list via email if Subscriber has added his email at the

relevant field that can be found at https://www.hackthebox.com/legal.

6. INTERNATIONAL DATA TRANSFERS

6.1 Subscriber acknowledges and agrees that HackTheBox may access and Process Personal Data on a global basis as necessary to provide the Services in accordance with the Subscription Agreement, and in particular that Personal Data may be transferred to and Processed by HackTheBox in EU, UK, US in its primary processing facilities and to other jurisdictions where HackTheBox and its Sub-Processors has operations. Wherever Personal Data is transferred outside its country of origin, each party will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

6.2 Parties further agree that they will execute all necessary documents in order to comply with applicable data protection laws.

7. ADDITIONAL PROVISIONS FOR EUROPEAN DATA

7.1 This "Additional Provisions for European Data" section shall apply only with respect to the processing of European Personal Data.

7.2 When processing European Data Subscriber is the Controller and HackTheBox is the Processor.

7.3 If we believe that Subscriber's Instruction infringes European Data Protection Laws (where applicable), we will inform Subscriber without delay.

7.4. Subscriber will have the opportunity to object to the engagement of new Sub-Processors on reasonable grounds relating to the protection of Personal Data within 30 days of notice in accordance with the 'Sub-Processors' section, (or of the update to the Subprocessor list, where no email address for notice has been provided). If Subscriber does notify HackTheBox of such an objection, the parties will discuss its

concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, HackTheBox will, at its sole discretion, either not appoint the new Sub-Processor, or permit Subscriber to suspend or terminate the affected Subscription Service in accordance with the termination provisions of the Agreement without liability to either party (but without prejudice to any fees incurred by Subscriber prior to suspension or termination). The parties agree that by complying with this sub-section (7.4), HackTheBox fulfils its obligations under Sections 9 of the Standard Contractual Clauses.

7.5 To the extent that the required information is reasonably available to Hackthebox, and Subscriber does not otherwise has access to the required information, we will provide reasonable assistance to Subscriber with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the extent required by European Data Protection Laws.

7.5 Transfer Mechanism. HackTheBox shall not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws, or to a recipient that has executed appropriate standard contractual clauses in

each case as adopted or approved in accordance with applicable European data protection laws.

The parties agree that the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

(a) EEA Transfers. In relation to European Data that is subject to the GDPR (i) Subscriber is the "data exporter" and HacktheBox, is the "data importer"; (ii) the Module Two terms apply to the extent the Subscriber is a Controller of European Data and the Module Three terms apply to the extent the Subscriber is a Processor of European Data;
(iii) in Clause 7, the optional docking clause does not apply; (iv) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; (v) in Clause 11, the optional language is deleted;
(vi) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, Greece (without reference to conflicts of law principles); (vii) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (viii) if and to the extent the Standard Contractual Clauses conflict with any provision of this DPA the Standard Contractual Clauses will prevail to the extent of such conflict.

(b) UK Transfers. In relation to European Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK

Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

(c) Swiss Transfers. In relation to European Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (a) and the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner " and the "relevant courts in Switzerland".

7.6 The parties acknowledge and agree to abide by and process European Data in compliance with the Standard Contractual Clauses.

7.7 If for any reason HackTheBox cannot comply with its obligations under the Standard Contractual Clauses or is breach of any warranties under the Standard Contractual Clauses, and Subscriber intends to suspend the transfer of European Data to HackTheBox or terminate the Standard Contractual Clauses, Subscriber agrees to provide HackTheBox with reasonable notice to enable HackTheBox to cure such non-compliance and reasonably cooperate with HackTheBox to identify what additional safeguards, if any, may be implemented to remedy such non-compliance. If HackTheBox has not or cannot cure the non-compliance, Subscriber may suspend or terminate the affected part of the Service in accordance with the Agreement without liability to either party (but without prejudice to any fees that have incurred prior to such suspension or termination).

8. Additional Terms

8.1 Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

8.2 Limitation of Liability. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) and the Standard Contractual Clauses (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the Subscription Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA).

8.3. This DPA will be governed by and constructed in accordance with the Laws of England and Wales, unless required otherwise by Data Protection Laws.

8.4 The legal entity agreeing to this DPA as Subscriber represents and agrees that: (a) it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Affiliates (b) if applicable, it solely, will be entitled to exercise any right or seek any remedy any of its Affiliates may have under this DPA on behalf of its Affiliates, and not separately for each Affiliate individually but in a combined manner for itself and all of its Affiliates together and (c) is solely responsible for coordinating all Instructions, authorizations and communications with HackTheBox under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Affiliates.

SCHEDULE 1

A. PARTIES

Data exporter:

Name: The Subscriber, as defined in the Subscription Agreement (on behalf of itself and its Affiliates)

Address: The Subscriber address, as set out in the Service Order Form

Contact person's name, position and contact details: The Subscriber's contact details, as set out in the Service Order Form

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Subscriber's use of the Services under the Subscription Agreement.

Role (controller/processor): Controller

Data importer:

Name: Hack The Box

Address: The address, as set out in the Service Order Form

Contact person's name, position and contact details: The contact details, as set out in the Service Order Form

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with Subscriber's use of the Services under the Subscription Agreement.

Role (controller/processor): Processor

B. DETAILS OF THE PROCESSING

Categories of Data Subjects:	*Subscriber's Employees and Subscriber's Authorized Users*
Categories of Personal Data:	*Email addresses, business contact details, online identifiers, account information.*
Categories of Special Category Personal Data or Sensitive Data:	*Processing of Special Categories' or Sensitive Personal Data is not required for the provision of the Services.*
Nature of the processing:	*Personal Data will be Processed in accordance with the Subscription Agreement (including this DPA) in order to provide the Services and may be subject to the following Processing activities:* *1. Storage and other processing necessary to provide, maintain and improve the Services provided to Subscriber; and/or*

	2. Disclosure in accordance with the Subscription Agreement (including this DPA) and/or as compelled by applicable laws.
Purpose(s)	*HackTheBox will process Personal Data as necessary to provide the Services pursuant to the Subscription Agreement, as further specified in the Service Order Form, this DPA and as further instructed by Subscriber.*
Retention Period:	*For the duration of the Subscription Agreement and 2 months thereafter, unless earlier deleted by Subscriber or its Authorised Users or unless required differently in order to comply with any legal or regulatory obligation or to defend any claims in respect of the Subscription Agreement.*

C. Competent Supervisory Authority

For the purposes of the Standard Contractual Clauses, the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR.

SCHEDULE 2
TECHNICAL & ORGANISATIONAL SECURITY MEASURES

Where applicable, this Schedule 2 will serve as Annex II to the Standard Contractual Clauses. The following provides more information regarding HackTheBox's technical and organisational security measures set forth below.

The text of HackTheBox's technical and organisational security measures to protect Subscriber Data is available at https://resources.hackthebox.com/hubfs/Legal/DSM.pdf, which is incorporated into this DPA.

SCHEDULE 3

LIST OF SUB-PROCESSORS

To help Hack The Box deliver the Service, we engage Sub-Processors to assist with our data processing activities. A list of our Sub-Processors and our purpose for engaging them is located on at https://resources.hackthebox.com/hubfs/Legal/SPL.pdf which is incorporated into this DPA
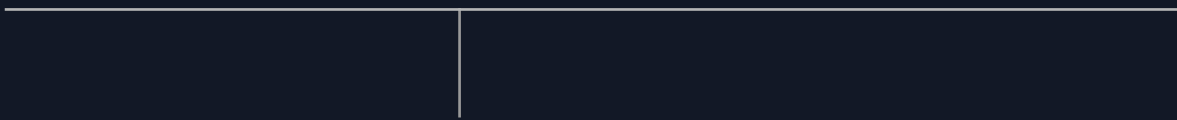
SERVICE LEVELS AND SUPPORT

You should download a copy for future reference.

A. Service Levels

Hack The Box shall, during the Subscription Term, use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for maintenance and any force majeure events. For any unscheduled maintenance, Hack The Box will use reasonable efforts to give the Subscriber at least 6 Support Hours' notice in advance. Scheduled maintenance or other planned interruptions, including any unscheduled maintenance, should not exceed 180 minutes per month.

Requirement	Metric Target
System Availability	99,00%
Maintenance	< 180 Minutes / month

If Service availability drops below 99.00% per year, Hack The Box shall compensate the Subscriber with service credits in the form of a pro rata extension of the Subscription Term.

B. Support

Hack The Box will, as part of the Services and at no additional cost to the Subscriber, provide standard customer support services 24/5 (Monday - Friday) GMT+3, in accordance with the following tables:

Priority	Incident Impact	Time to First Response	Time to Resolution
Tier I:	An incident or problem that has a severe impact on all Subscriber's users.	6 hours	10 hours
Tier II:	An incident or problem with a workaround solution that has a major impact on the majority of Subscriber's users.	10 hours	1 business day
Tier III:	An incident or problem that has a limited impact on a group of Subscriber's users.	1 business days	3 business days

Contact Method (Phone, Chat, Email, Portal)	Quickest Response
Self-Service Help Center: help.hackthebox.com	1
Live chat Support	2
Email: support@hackthebox.com	3
Dedicated Account Manager	4

Definitions:

Support Hours: 24/5 (00.01, Monday to 23.59, Friday) GMT+3

Force Majeure: As defined in the Subscription Agreement.

Time to First Response: The time elapsed from when a ticket is first submitted to when a support team member provides the initial response.

Time to Resolution: The total effective time spent working on the ticket from the moment it is opened until the issue is fully resolved.

Hack The Box does not warrant or support non-Hack The Box products or services.

HACKTHEBOX

HACKTHEBOX

USER AGREEMENT ON ACCEPTABLE USE

OF THE SERVICES

You should download a copy for future reference.

SUMMARY

Whether you're new to our community or have been an active user for years, we need your help to make this a community we all want to be part of.

- **Keep your user account real and to yourself.** You must provide us with current, complete, and accurate information when creating a user account and always keep them up to date for as long your user account remains active. You must also choose a password and a username. User account is personal and not shareable. You are entirely responsible for maintaining the confidentiality of your password and user account. Furthermore, you are entirely responsible for any and all activities that occur under your user account. You agree to notify HackTheBox immediately of any unauthorised use of your user account or any other breach of security.

- **Treat Others With Respect. Be accepting.** Our community is diverse. Everyone should feel like they belong. Everyone is welcome, regardless of race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender identity, or ability. People online are real people and actions have real impact. Treat others as you would like to be treated. Don't be offensive, misrepresent, harass, threaten, discriminate against, or abuse anyone, and don't act in any other manner that could disrupt the enjoyment of others or result in harm to anyone.

- **Keep Things Fair**- Competition is best when it's fair. Winning is much more satisfying based <u>on your own skills.</u> A word on "cheating" generally it's just not meritable. Nevertheless, when people "cheat" (for example: getting flags from other users or online, and submitting without having interacted with the challenge at all), to gain a competitive advantage, it ruins the experience for everyone and because of this, "cheating" is never acceptable.

- **Unauthorised Access and Use.** You may only use the Service to train in Cyber-Security. You may not use the Services in any manner that could damage, disable, overburden, or impair any of our or a third party's systems and/or networks, nor may you access or use the Services or content in inappropriate or unintended ways. You are not permitted to get around any security or authentication measures in place to protect or to restrict access to the Services, nor are you permitted to interfere with any other party's use and enjoyment of the Services.

- **Keep your Content Clean** - Create and share stuff that's appropriate. Be mindful of what you share so others can enjoy your content, and please respect the contributions of others. Don't share personal information, content that is obscene, illegal or otherwise inappropriate, copies of products or services, copyrighted or trademarked works, commercial activity such as advertising or other promotional materials, or any other content that isn't yours to share. Not everyone has the same likes or dislikes as you, so think twice about saying something hurtful about someone else's content, or choices. See our Content Standards.

- **Follow Applicable Laws** - Keep it legal in our services, just like you would IRL. As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Don't use things that don't belong to you and don't do things you don't have permission to do. Don't infringe the rights of other users.

- **Speak up.** If you encounter any behaviour or content that violates this agreement, please let us know at Customer Support.

USER AGREEMENT

ON THE ACCEPTABLE USE OF THE SERVICES

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE SERVICES. BY EXECUTING A WRITTEN ORDER AND USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS. VIOLATION OF THIS AGREEMENT MIGHT CONSTITUTE A BREACH OF THE APPLICABLE SERVICE AGREEMENT

This User Agreement on the Acceptable Use of the Services (the "Agreement") applies when you use the services offered by HackTheBox, such as all online services, platforms, websites, forums, and live events hosted by or associated with HackTheBox (collectively "Services"). This Agreement is between you and the HackThebox

This Agreement sets out the standards that apply when you access and use the Services, or when you upload content, interact with HackTheBox or other users or interact with the Services in any other way.

This Agreement aims to ensure compliance with the laws and regulations that apply to the Services, to enforce contractual obligations, to protect the interests of our customers and users, as well as our goodwill and reputation.

These terms are so important that we cannot grant you access to the Services unless you agree to them.

We may periodically non-materially update and/or amend these terms and we will let you know when we do through an email notification if you have subscribed at https://www.hackthebox.com/legal, or by posting a revised copy on our website. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

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1.   WHO WE ARE AND HOW TO CONTACT US

Services are provided via www.hackthebox.com and all subdomains (without limitation app.hackthebox.com, enterprise.hackthebox.com, academy.hackthebox.com ctf.hackthebox.com) which are operated by Hack The Box Ltd a limited company incorporated in England and Wales with registered company number 10826193, VAT number GB272830402, whose registered office and main trading address is at 38 Walton Road, Folkestone, Kent CT195QS ("HackTheBox")

You can always contact us at Customer Support.

2.   PROHIBITED USES OF THE SERVICES

You must not use the Services:

- If you are under 18 years of age unless you have the written consent of a parent/legal guardian;
- in any way that infringes any applicable local, national, federal or international laws, regulations or governmental orders or decrees. Without limitation, you must not use the Services for any unlawful or fraudulent purpose or effect or in a way that infringes applicable legislation in regard to:
    - Export Control and Sanctions. Without limitation by accessing and/or using the Services from a Restricted Country, or if a resident of a Restricted Country, or if on any list of persons and entities subject to any export control restrictions or sanctions maintained by the UN, US, EU and UK or in any way that infringes applicable Sanctions Legislation;
    - Privacy and personal data. Without limitation by illegally processing (ex. collecting, recording, organising, structuring, storing, modifying, using, publishing, combining, erasing, destroying, sharing and disclosing in any way) data that can be used to directly or indirectly identify an individual, (ex. account information, credit card info, addresses, emails, IP or other contact information);
    - Intellectual Property Rights (copyright and trademarks, piracy or other intellectual property laws). Without limitation, by removing any copyright, trademark or other proprietary rights notices contained in the Services; or using any part of the content of the Services without permission from HackTheBox or its licensors.
    - Money laundering, anti corruption and bribery, free competition and antitrust, taxation and tax-avoidance,
    - Non-discrimination, equal treatment, non-harassment, inclusion, equal opportunity, cultural diversity
    - Any Illegal activity such as theft, fraud, drug-trafficking, illegal gambling, operation of a pyramid or Ponzi scheme, child pornography, arms-trafficking, the proliferation of weapons of mass destruction, or terrorism funding.
- for the purpose of harming or attempting to harm minors in any way or to bully, insult, intimidate or humiliate, threaten, degrade, victimise, harass, offend or discriminate against any person;
- to send, knowingly receive, upload, download, use or re-use any content which does not comply with our Content Standards;
- to infringe the rights of HackTheBox or any other individual or entity;
- in a way that could harm, damage, disable, overburden, or impair the Services or or interfere in any way with anyone's use and enjoyment of any Services
- To reproduce, duplicate, copy or re-sell any part of Services in contravention of the provisions of any of our applicable terms and conditions.
- in order to build, provide, or assist in the creation of, a competitive product or service which is substantially similar to the Services, or for any other benchmarking or competitive purposes or to create or otherwise prepare any derivative works based upon the Services without our prior written authorization.
- decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services.

- "mine" bitcoins and other cryptocurrencies and similar activities.
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You further understand and agree that you must not:

- **Use the Pwnbox for any other reason other than to interact with HackTheBox content.**

- **Interact with other user's systems and networks.**

- **Share "solutions", "flags" or "write-ups" either publicly or with other users that have not individually actively participated in the solution of the HackTheBox content (ex. prolabs, machines or challenges).**

- **Use or submit "solutions", "flags" or "writeups" that have been shared or disclosed in any unauthorised way, and/or contrary to this agreement.**

- **Either individually or as part of a team attempt to or bypass current implementations for accessibility to write-ups, flags, tutorials and other components of the Services and Hackthebox content there in, or subvert the established write-up and gameplay delivery methods in order to leverage the gaining of points, ranks or any other direct or indirect benefit without the explicit approval of HackTheBox.**

3.   SECURITY AND INTEGRITY OF THE SERVICES.

You may not violate the security of the Services or of a third party in any way. Such violations may result in criminal or civil liability. HackTheBox may, but is not obligated to, investigate any violation of the Services. HackTheBox may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Services or sending, receiving, posting, accessing, or storing any electronic transmission via the Services, you agree to cooperate, as well, in any such investigation.

For the avoidance of doubt, examples of security violations that are prohibited include, without limitation:

- **Hacking**: Any unauthorized access or use of any data, systems, devices, content, networks, databases or infrastructure, including any unauthorised attempt to probe, scan or test the availability, performance, functionality or vulnerability of the Services or to bypass, circumvent, or breach any security or authentication measures or any other measures used to prevent, restrict, or limit in any way access to the Services or disrupt, compromise, the normal functioning, operation, security of any device, content, systems, networks, databases or infrastructure associated with the Services,

- **Interception**: Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.

- **Intentional Interference**: interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.

- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.

- **Avoiding System Restrictions**: Using manual or electronic means to avoid any limitations established by HackTheBox or attempting to gain unauthorized access to, alter, or destroy any information that relates to any HackTheBox customer or other end-user.

- **Malware.** Distributing, sending, uploading or in any way transmitting, any data or material that contains malware (without limitations viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or destructive computer programs or threat actors) to infect and to adversely affect the operation of the Services and any systems and/or network associated with the Services or use any automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to harvest or "scrape" or download data, information or communications from the Services or any associated systems, networks, databases or infrastructure.

4. INTERACTIVE SERVICES

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of the Services and any interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

5. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Services (user contribution), and to any interactive Services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any user contribution as well as to its whole.

HackTheBox will determine, in its discretion, whether a user contribution breaches the content standards.

A user contribution **must:**

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A user contribution **must not**:

- Be defamatory of any person;
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Contain terrorist content.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the user contribution emanates from HackTheBox, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any web links to other sites.
- transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

For the avoidance of doubt, for any user contribution in the form of video content:

- You must not upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of other users
- You must not upload a video containing harmful material.
- You must not upload a video containing advertising.
- Any video you upload must not:
  - prejudice respect for human dignity;
  - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
  - encourage behaviour prejudicial to health or safety;
  - encourage behaviour grossly prejudicial to the protection of the environment;
  - cause physical, mental or moral detriment to persons under the age of 18;
  - exploit the trust of such persons in parents, teachers or others; or
  - unreasonably show such persons in dangerous situations.

Every user must inform us immediately for any user contribution against these Content Standards at Customer Support.

6. FORUM & CHAT RULES

We rely on all users to help keep discussions and chat a safe place for people to share and view information and communicate. To do this, we request that all users comply with the following rules when contributing to the discussion forums or using chat:

- **Be accepting.** Everyone is welcome, regardless of race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender identity, or ability.

- **Respect boundaries.** Don't make advances or comments on appearance that might make someone uncomfortable.

- **Be courteous and respectful. Don't criticise.** Appreciate that others may have an opinion different from yours. Come up with a well-thought out counterpoint, or just move on.

- **Keep it friendly. Don't be rude.** Don't intentionally provoke, threaten or insult anyone. We're all here to have fun.

- **Don't flood the chat.** Keep the conversation going, but don't repeatedly send the same comments.

- **Stay on topic.** When creating a new discussion thread, give a clear topic title and put your post in the appropriate category. When contributing to an existing discussion, try to stay 'on topic'. If something new comes up within a topic that you would like to discuss, start a new thread.

- **Share your knowledge.** Don't hold back in sharing your knowledge – it's likely someone will find it useful or interesting. When you give information, provide your sources.

- **Don't self promote.** We're not here for a sales pitch. Stay focused on the stream.

- **Keep it clean.** If it's shocking, obscene, vulgar or inflammatory or contrary to our Content Standards, leave it out.

7.   BREACH OF THIS AGREEMENT.

Failure to comply with this Agreement constitutes a material breach of the applicable service agreement or terms and conditions upon which you are permitted to access and use the Services.

We have the right, but are not obligated, to monitor and enforce this Agreement through self-help, active investigation, litigation and/or prosecution.

When we consider that a breach of this Agreement has occurred, we may take such action as we deem appropriate in accordance with the Contract Disputes Act, up to and including:

- Issue of a warning to you.

- Removal from the leaderboards and/or of the ability to receive points/flags.

- Immediate, temporary or permanent withdrawal of your right to use Services or any part of the Services or a particular content or event.

- Immediate, temporary or permanent removal of any contribution uploaded by you to our Services.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

In any case, the procedure shall ensure fair and proportionate treatment of the User who violated this agreement and will take into account at least the following factors: (a) the nature of the violation, (b) the impact of the violation on the Services and other Users, and (c) any related previous offences of the User who violated the policy.

We may suspend your access or terminate your subscription to the Services for cause in accordance with the Contract Disputes Act if you don't respond to us in a reasonable period after we've contacted you about a potential breach of this Agreement.

HackTheBox may report any activity that it suspects violates any law or regulation to, and cooperate with, appropriate law enforcement officials, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct. Our reporting may consist in providing network and systems information related to alleged violations or your use of the Services and may include disclosing appropriate customer information that may identify you.

INDIRECT OR ATTEMPTED BREACHES OF THIS AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS AGREEMENT BY SUCH COMPANY, CUSTOMER OR USER.

No service credit or compensation will be provided for any interruptions of the Services resulting from violation of this Agreement.

LIABILITY EXCLUSION. In accordance with the Contract Dusptes Act, We exclude our liability for all action we may take in response to breaches of this Agreement. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

RESERVED.

8.   ADDITIONAL TERMS

Amendment. HackTheBox may non-materially modify any part or all of the Agreement by posting a revised version at the following link https://resources.hackthebox.com/hubfs/Legal/AUP.

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.

Disputes. If you have any concerns or complaints you can always contact us at Customer Support. If you are a consumer, please note that the terms of this Agreement, its subject matter and its formation are governed by the Federallaw of the United States.