



TERMS OF SERVICE

These Terms (as defined below) apply between you as a representative of a legal person and ETHIACK, LDA., a private limited liability company incorporated in Portugal, with registration and tax number 516856146 ("ETHIACK"), as outlined in Your subscription or separate Order Form.

Please read these Terms carefully before using the Services. If you do not agree to these Terms, you shall immediately stop using the ETHIACK Services. BY SIGNING UP FOR AND USING THE SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND ANY ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE (EXCEPT INSOFAR AS THESE TERMS ARE EXPLICITLY REFERENCED AND VARIED BY THE ORDER FORM).

These Terms apply to your access and use of the Services made available by ETHIACK at its portal, websites and/or by other means, such as, but not limited to:

- (a) Attack Surface Management
- (b) Vulnerability Management and Risk Exposure
- (c) Automated Security Testing and Artificial Hacking
- (d) Manual Security Testing, Pentesting, and Ethical Hacking

If you are accepting these Terms or using the Services on behalf of another person, a company, or other legal entity, you represent, you warrant that you have full authority to bind that person, company, or legal entity to these Terms.

1. Definitions and Interpretation

Except as otherwise defined herein, the following capitalized terms in singular or plural shall have the meaning set forth below:

Affiliate: means any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or the policies of an entity.



Agreement: shall mean these Terms and your subscription or any applicable Order Forms executed hereunder and any schedules or additional terms referenced to in these Terms, as well as any other document incorporated by reference, as amended or supplemented from time to time;

Asset or Assets: shall mean any digital property or resource that has value to the Client. This can include but is not limited to top-level domains, subdomains, servers, IP addresses, or web and mobile applications.

Scope: shall mean all the assets configured by the Client in the Ethiack Portal and that will be tested during the services.

Out-of-Scope: shall mean all the activities expressed by the Client as non-permitted and all the assets removed from scope configuration by the Client in the Ethiack Portal and that will not be tested during the services.

Authorized Personnel: shall mean the employees or individual contractors of ETHIACK allocated to the performance of the Services, with the exclusion of the Ethiackers.

Confidential Information: shall mean, without limiting, all information disclosed to or otherwise observed by Receiving Party as a result of or in connection with this Agreement, whether prior to, on, or after the Effective Date, including without limitation (i) the Assets, (ii) technical, organizational, commercial and financial data, (iii) trade secrets, customer and supplier lists, personal data, studies, know-how, technology, planning of products, formulation of products, computer programs, electronic codes, inventions, and investigation projects, (iv) information on costs, profits, markets, sales, prices or clients; (v) business, strategic and marketing plans and (vi) the intellectual property of the Parties, as well as any ideas, processes, methodologies, and schemes, whether in a tangible, oral or visible form or marked as confidential or not;

Client and You: shall mean ETHIACK's users, subscribers or customers as a natural person or the legal person that you represent



Data: shall mean the data produced or provided at the Ethiack Portal during the provision of the services, including, but not limited to, vulnerability findings, reports, and other relevant metrics.

Costumer Data: shall mean the data uploaded by you or by a third party on your behalf, stored in the Assets accessed by ETHIACK through the execution of the Services and which may include personal data;

Effective Date: shall mean the date of the Agreement, which is (i) the start date of your subscription to the Service as indicated in your subscription account or (ii) if the Service is provided to you subject to an Order Form, the Effective Date is stated therein.

Security Researcher or Ethical Hacker or “Ethiacker” : shall mean the security researchers and experts selected and hired by ETHIACK to perform the Services.

Ethiack Portal or Portal: shall mean the portal owned and managed by ETHIACK through which the Services may be provided, with the structure and containing the information determined by Service Provider from time to time.

Intellectual Property Rights: shall mean any intellectual property right or proprietary right recognized in any country or jurisdiction in the world (including but not limited to the copyright, trademarks, patents, and database rights), whether registered or not, and whether in existence as of the Effective Date or arising or recognized thereafter and all applications and registrations therefore;

Order Form: shall mean a bidding call-off for Services executed under these Terms, specifying the scope, price, and terms for the provision of an individual Service.

Party or Parties: shall mean either one of the parties to the Agreement, you or ETHIACK, either individually or jointly, as the case may be.

Service: shall mean digital security services, such as, assessments, reconnaissance, testing, triaging, and reporting provided by Ethiack in the form of automated or human activity.



Subscription Term: shall mean the duration of your subscription of the Service as defined in your account or as stated in the applicable Order Form.

Systems: shall mean the platforms, networks, software, applications and infrastructures, used by you and over which the Services are provided.

Terms: shall mean the terms of use and all additional terms and schedules referenced to herein, such as Privacy Policy and Data Processing Agreement.

Trial: shall mean a free-of-cost subscription period or a proof of concept of the Service granted to you by ETHIACK.

Unless otherwise defined in these Terms, terms used in the information technology services industry or another relevant business context will be interpreted in accordance with the generally understood meaning in that industry or business context.

2. Provision of Services

2.1. The Services are provided under the following conditions:

- (a) ETHIACK shall provide the services with efficiency, care, diligence, and competence;
- (b) ETHIACK may resort to all actions and means it considers relevant for the provision of the Services, including, without limitation, override, break down, avoid, bypass, remove, deactivate or otherwise impair any protection system, mechanism or measure integrated into or provided with the Client's Systems and Assets (including decrypting any encrypted code or descrambling any scrambled code); add programs and files in Client's Systems; extract or reproduce Client's Data or other elements in ETHIACK's systems; access any module, functionality or other parts of Client's Systems or Databases that are not duly authorized for the Client to use;
- (c) ETHIACK will ensure that the provision of the Services does not create new vulnerabilities in, or damages to, the Client's Systems or Assets. However, the Client acknowledges that the Services may impact or interfere with the Systems, and Assets and ETHIACK assumes no liability for security breaches or in general for Damages caused to the Client's Systems and Assets, or other

ETHIACK

Client property, which may arise during or as a result of the provision of the Services, to the extent of this services are provided in full compliance with this agreement.

- (d) ETHIACK has in place procedures for dealing with requests, complaints or queries by the Client during the provision of the Services and will endeavor its reasonable efforts to respond to such requests, complaints or queries;
- (e) ETHIACK will notify the Client, during the term of the Agreement, of any unauthorized use or access to the Systems, or Assets, or of any other known or suspected breach of security, it becomes aware of, arising during or from the provision of the Services. For clarification purposes, ETHIACK is under no obligation to stop any unauthorized use of the Systems or Assets that may arise from or during the provision of the Services, unless the Parties so agree in writing, neither to perform any communication or notification of the breach of security to competent authorities or other third parties;
- (f) ETHIACK will endeavour its reasonable efforts to provide the Services with a view to identifying vulnerabilities in the Systems and the Assets but that it cannot guarantee that any or all vulnerabilities will be identified or reported;
- (g) ETHIACK will only access and use the Systems and Assets strictly for the provision of the Services;
- (h) ETHIACK is exclusively responsible for having all the required software and connections, including any required hardware and software environment configuration, for the provision of the Services;
- (i) ETHIACK will comply with all applicable laws and regulations that are applicable to it in connection with the provision of the Services;
- (j) ETHIACK will promptly communicate to the Client any facts it may be aware of in connection with the provision of the Services under the scope of this Agreement and that ETHIACK considers, in its reasonable opinion, that are relevant for the fulfillment of its obligations.

2.2. For clarification purposes, ETHIACK obligations under this Agreement are limited to the provision of the Services, from a technical point of view, it is understood that unless otherwise expressly provided in this Agreement, nor does it have any obligation, responsibility or liability for regulatory compliance, obligations or provisions applicable to Client.



- 2.3. To the extent the Client contracts another provider to provide equal or similar services during the term of this Agreement, Client acknowledges that such service provision may impact the performance and results of the Services provided by ETHIACK.

3. Place and time of provision of Services

- 3.1. To the extent Services are provided at Client's premises, Client shall notify ETHIACK, in writing, no later than 24 hours after the Effective Date, of any provisions or rules ETHIACK shall comply with whilst at Client's premises, and ETHIACK shall comply with any such reasonable provisions and rules. ETHIACK will notify Client if it considers that such provisions or rules may impact the provision of the Services.
- 3.2. Client acknowledges that automated security testing may be unannounced with a view to better assess the Client's Systems, and Assets security profile and intrusion detection capabilities.

4. Ethiackers and Authorised Personnel for the provision of the Services

- 4.1. The Services are provided by Ethiackers and ETHIACK Authorised Personnel all of which comply with the following requirements:
- (a) They are appropriately qualified and experienced to perform the Services in accordance with the ETHIACKER's reasonable;
 - (b) Each Ethiacker and member of the Authorised Personnel has signed a confidentiality agreement with ETHIACK under which they have undertaken to comply with obligations of confidentiality and personal Assets protection at least as protective as the ones provided in this Agreement;
 - (c) ETHIACK will use commercially reasonable efforts to minimize changes in the Ethiackers and Authorised Personnel and any replacements shall comply with the requirements above and not affect the provision of the Services;
 - (d) To the extent the Client requires replacement of a Ethiacker or member of the Authorised Personnel, which can only occur to the extent the Client shows that the Ethiacker or member of Authorised Personnel breached any of the provisions of this Agreement, ETHIACK will use commercially reasonable efforts to replace such person with another one meeting the requirements above.

ETHIACK

- 4.2. Client acknowledges that it has access to information on the Ethiacker through the Ethiacker public profile on the Ethiack Portal, which may include information such as nickname, social networks' profile and ranking.
- 4.3. ETHIACK is fully responsible for the compliance by the Ethiackers and its Authorised Personnel of the terms of this Agreement, including without limitation the security, confidentiality and protection obligations, without prejudice to the exclusions of liability provided in this Agreement.

5. **Security conditions for the provision of the Services**

- 5.1. ETHIACK will take reasonably necessary measures to implement, manage and keep updated security measures in accordance with applicable national and international Assets security standards and practices for the premises, infrastructures, systems and resources through which the Services are provided, including:
 - (a) The adoption of appropriate measures required for avoiding security incidents and breaches, including for preventing and mitigating non-authorized access to the premises, infrastructures, systems and resources through which the Services are provided;
 - (b) The adoption of measures in its premises, infrastructures, systems and resources through which the Services are provided required for avoiding that Client's Confidential Information, notably information on the Systems and Assets, is shared with persons that are not the selected Ethiackers or the members of the Authorized Personnel or with third parties as a result of the provision of the Services;
 - (c) The adoption of measures to guarantee the security of premises and equipment against physical or environmental threats.

6. **Reports and records**

During and upon completion of a services, the findings, results and insights will be generated by Ethiack Portal and can be consulted and downloaded into Reports. Reports will be retained for a period of time of your choosing in the Service platform, the default retention time being twelve (12) months, or until you request your account to be removed. However, ETHIACK has the right to store and freely use anonymised and aggregated Assets generated from your use of the Service even after such a period of time.



7. Acceptable Use of the Service

- 7.1. Client expressly acknowledges that the provision of the Services requires the Client to register (i.e., open an account) at the Ethiack Portal and to provide the information therein requested, as well as to keep such registry / account during the whole term of this Agreement.
- 7.2. The Client further acknowledges that ETHIACK may alter, suspend or close the Ethiack Portal or the Client's account during the provision of the Services, and that in such a case ETHIACK shall provide to Client alternative means to receive the Services and the information arising from the Services.
- 7.3. It shall be the Client's responsibility to acquire all tools and means as required for access to the Ethiack Portal and to be responsible for all communications necessary for such purposes, such as, e.g., a reliable VPN internet connection or other connection acceptable to ETHIACK, as well as implement all security measures that may be necessary to avoid unauthorized access to the Ethiack Portal.
- 7.4. Client shall comply with all applicable national and foreign laws in connection with its receipt of the Services, including those laws related to Assets privacy, confidentiality, cybersecurity, and consumer protection, as well as related to regulatory obligations – it is the Client's obligation to comply with all legal requirements for allowing access to its Systems, and Assets for the provision of the Services [including for instance, if required, carry out the necessary Assets protection impact assessments] and for access to the Ethiack Portal. Client acknowledges that ETHIACK has no responsibility, obligation, or liability for any legal or regulatory compliance by the Client.
- 7.5. It is Client's exclusive responsibility to:
- (a) Determine the scope of the Services with relation to the Systems, and Assets, as well as to the processes, tools and methodologies that can be used, in accordance with Schedule 1;
 - (b) Notify the competent authorities (including the competent CSIRT) of the Services and Systems and Assets covered, and obtain, as required, all necessary authorizations or validations from competent authorities for the scope and receipt of the Services, further providing to them the documentation on the Services, all as may be required by applicable law and as necessary to ensure that the Services are not mistaken with real cyber-attacks;

ETHIACK

- (c) Obtain all required authorizations and consents from the Systems and Assets licensors, as well as from the Assets owners, controllers and subjects, as necessary for ETHIACK to provide the Services in compliance with applicable law and the existing agreements between the Client and its licensors, suppliers, service providers, personnel and customers – Client expressly declares and warrants that all Systems and Assets indicated in Schedule 1 and in the scope of the Services can be lawfully accessed and penetrated under the Services. As required for this purpose, Client grants to ETHIACK a non-exclusive, non-sublicensable, non-transferable right to access the Systems and Assets strictly for the purpose of provision of the Services and for the term of this Agreement;
- (d) The Client shall put in place procedures for dealing with requests, complaints or queries by providers, suppliers, clients and personnel whose Systems and Assets are in the scope of the Services.
- (e) Ensure the participation of third-party service providers, suppliers and licensors to the extent the Services cover System and Assets licensed by them, or processes and services provided by them, as required by applicable law;
- (f) Allow the Services to be provided without blocking, interference or restriction;
- (g) Issue all instructions to ETHIACK from time to time as Client considers relevant for access by ETHIACK to its Systems and Assets, the Client acknowledges that any instructions that may limit, bound or otherwise restrict the provision of the Services or that access may impact the identification of vulnerabilities;
- (h) Apply effective risk management, technical and operational controls to reduce the risks of any potential impact to the Systems and Assets, and disruption to critical services or operations at the Client, [its counterparties or to the sector it is integrated in], such as Assets backup mechanisms and mechanisms for monitoring systems availability;
- (i) Notify ETHIACK immediately if it becomes aware of any third-party unauthorized use or access to its Systems or Assets, or of any other known or suspected breach of security, during or as a result of the provision of the Services – without prejudice to other notification and communication applicable legal obligations it shall comply with – [and use reasonable efforts to stop any unauthorized use, access or breach that is known or suspected by Client];

ETHIACK

- (j) Provide information and assistance to ETHIACK to enable ETHIACK to provide the Services, ensuring that any such information and assistance is correct, updated, complete and sufficient. Client acknowledges that ETHIACK's ability to provide the Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance;
 - (k) Determine whether the Services are suitable, secure and reliable for its purposes, and as such ETHIACK shall not be held responsible or liable in case the Services do not fully meet the requirements or purposes of the Client.
- 7.6. Client acknowledges that the provision of the Services shall not be considered security incidents or Assets breaches.
- 7.7. No supplier, provider, licensor, customer, personnel or Assets subject of Client shall have any right or entitlement in connection with this Agreement. Without limiting the foregoing, in the event that any supplier, provider, licensor, customer, personnel or Assets subject of Client has a claim for Damages against ETHIACK, regardless of the form of action, such claim shall be brought only jointly with Client (and not individually) under and subject to the terms and conditions of the Agreement, including the exclusions of liability set forth in the Agreement, and Client will indemnify, defend and hold harmless ETHIACK against any claim instituted by a supplier, provider, licensor, customer, personnel or Assets subject of Client against ETHIACK in violation of the foregoing.
- 7.8. Client shall have the right to monitor, observe and follow the provision of the Services through the Ethiack Portal.
- 8. Price and payment**
- 8.1. In consideration of the provision of the Service and the licenses granted hereunder, you shall pay the fees for the Service, as specified on ETHIACK's website or in a mutually agreed Order Form. For the avoidance of doubt, ETHIACK reserves the right to change its fees at any time in its sole discretion provided that such changes will only take effect once per year.
- 8.2. Unless otherwise stipulated or agreed by ETHIACK in writing, the use of the Service is dependent on the up-front payment of the fee. Payment obligations are non-cancelable, fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

ETHIACK

- 8.3. Unless otherwise expressly indicated in this Agreement, all payments to be made under this Agreement shall be made in cleared funds, free and clear of, and without any deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law ("Tax Deduction"). If the Client is compelled to make any such deduction, it will pay to ETHIACK such additional amounts as necessary to ensure receipt by ETHIACK of the full amount which that Party would have received but for the Tax Deduction.
- 8.4. The amount due may be paid by credit card (e.g., Visa, American Express, MasterCard) or bank transfer following the receipt of our invoice. Bank transfers are only available for annual subscriptions.
- 8.5. If you are paying by credit card: Subscription fees are payable and drawn in advance from your account for the Subscription Term, as specified in your subscription or applicable Order Form. License upscale fees will be drawn for the remainder of the Subscription Term once ordered by you. The third-party payment service provider will store your credit card details to fulfill the payment obligations. When you add your credit card details, we will charge your card an amount as a pre-authorization to verify that the details you have entered are valid. The transaction is immediately canceled when we have verified your details.
- 8.6. If you are paying by invoice: If you are paying by invoice, the payment will be made for the specified Subscription Term in advance as stated in your subscription or applicable Order Form. All undisputed invoices shall be paid within thirty (30) days of the date of ETHIACK's invoice.
- 8.7. You shall provide ETHIACK with your updated billing information prior to the start of your Subscription Term. The invoice for the Service will be issued electronically with the information you provide us and sent to the e-mail address that you indicate. We assure you that the invoice guarantees the authenticity of its origin, the integrity of its content, and its legibility.
- 8.8. Once payment has been confirmed, you will receive an e-mail confirming the payment and the commencement of the Service.

9. Confidentiality

ETHIACK

- 9.1. All Confidential Information shall remain confidential and neither Party shall disclose to any third party, distribute, market, display or otherwise make available such Confidential Information, whether free of charge or not.
- 9.2. Without prejudice to clauses 9.3 and 9.4 below, the obligation provided above does not apply to:
- (a) The transmission of Confidential Information to each Parties' legal, technical and accounting advisors, in each case as reasonably necessary in connection with the exercise of rights and performance of obligations hereunder;
 - (b) Information that receiving Party can demonstrate that:
 - (i) Is or becomes generally available to the public through no fault of receiving Party;
 - (ii) Has been independently developed by the receiving Party without reference or use to the Confidential Information of the disclosing Party;
 - (iii) Is independently received by the receiving Party from a third party (unless and until receiving Party has reasonable grounds to believe that such disclosure was in breach of any obligation to disclosing Party); or
 - (iv) Was lawfully known to receiving Party prior to it having access to the Confidential Information.
- 9.3. With relation to Confidential Information of the Client that ETHIACK has access to as a result of the provision of the Services, i.e., on the Systems and Assets, identified vulnerabilities and security incidents and Assets breaches, the provisions in paragraph 9.2 above do not apply and ETHIACK shall keep such information strictly confidential and secret and only the selected Ethickers and Authorized Personnel shall have access to it, without prejudice to clause 11.
- 9.4. With relation to the performance of the Services, Client shall ensure that only its personnel that needs to know the performance of the Services is aware or is informed of the Services and their expected impact on the Client, and shall further ensure strict confidentiality by such personnel with a view to not impact the validity of the Services' results. If any other Client's personnel become aware of the Services, the Client shall document it and inform ETHIACK, as well as inform the said personnel that the intrusion is part of an authorised intrusion testing. Client shall also take initial actions that would be taken in case of a real-life cyber threat notably informing competent authorities, after which the Services shall be allowed to continue without blocking or restriction.

ETHIACK

- 9.5. In the event that receiving Party is obligated to disclose any Confidential Information as a result of law or by court order or pursuant to governmental action:
- (a) Unless legal or regulatory rules applicable to receiving Party, or the court order or governmental action prevent it, receiving Party shall promptly inform disclosing Party, so that disclosing Party is given an opportunity to object to or challenge such disclosure, and to obtain protective relief or any other appropriate remedy; and
 - (b) Receiving Party may only disclose such Confidential Information to the extent required by the relevant court order or governmental action, shall comply with the disclosing Party's recommendations which are compatible with the court order or governmental action, shall advise the disclosure of the confidential nature of the information being disclosed and exercise all reasonable efforts to ensure that confidential treatment will be accorded to same, if possible under a confidentiality agreement no less protective than this clause.
- 9.6. In complying with its obligations under this clause, each Party shall be held to a reasonable efforts' standard, which shall at least be equivalent to the standard of care it employs in protecting its own Confidential Information.
- 9.7. Each Party further undertakes to observe the indications transmitted by the other Party regarding Confidential Information disclosure and shall ask the other Party whenever there is a doubt relating to the possibility to disclose certain information.
- 9.8. Neither the confidentiality obligations under this clause nor any other provision of this Agreement prevent ETHIACK from providing to third parties services equal or similar to the Services nor prevent ETHIACK from using any and all skills, expertise, knowledge and know-how gained and/or arising from the Agreement in the provision of similar services to other customers and/or potential customers.
- 9.9. Neither Party will without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), use the names, brands, logos or other trademarks of the other Party for any purposes whatsoever, including for advertising or commercial purposes, except that ETHIACK is hereby authorized to use the name and trademarks of the Client, as well as other information relating to the Client, (i) as required for and in the Ethiack Portal, as well as (ii) to indicate that it provides Services to Client, in which case ETHIACK shall comply with Client's indications relating to communications and brands management policies as duly communicated by Client.

ETHIACK

- 9.10. Nothing in clause 9.9 above prevents either Party from including the name of the other and a description of the Services in reference lists, in proposals to be presented to prospective clients, in internal business documents and in plans to be presented to shareholders, as well as whenever required for legal, regulatory or accounting purposes.
- 9.11. The confidentiality provisions set forth in this clause shall apply during the term of this Agreement and for a period of 5 (five) years after its termination except that, with respect to any Confidential Information indicated in paragraph 9.3 above, as well as any information that qualifies as a trade secret under applicable law, such 5 (five) year period shall be extended for as long as such Confidential Information is held secret.

10. Personal Assets

You and us undertake to comply with the applicable personal Assets policy accessible at ETHIACK's website.

11. Intellectual Property

- 11.1. Without prejudice to clause 11.2 below, title to the systems, applications and resources, including processes, procedures and know-how, to which ETHIACK resorts to under this Agreement, including the Ethiack Portal, as well as to any works, materials or items developed by ETHIACK under this Agreement, shall, without prejudice to Client's Confidential Information, remain vested in ETHIACK and nothing in relation to this Agreement shall operate as a transfer of such.
- 11.2. Title to the Systems and Assets, as well as to the Service records and reports, and any other work, document or item made available or developed under this Agreement by the Client, shall, without prejudice to ETHIACK's Confidential Information, remain vested in Client and nothing in relation to this Agreement shall operate as a transfer of such. For the avoidance of doubt, ownership to the Service records and reports does not extend to information not directly connected with the results of the Services (for instance, information on the Ethiackers or that may reveal specific techniques, know-how or expertise of Ethiack) and the Client acknowledges that ETHIACK may at any time remove from the records and reports any such information.
- 11.3. ETHIACK is hereby granted a worldwide, perpetual, free of charge, non-exclusive, licensable and transferable license to use, process and make available the Client's



information contained in the Ethiack Portal, and in Service records and reports, as well as any other information it became aware of under this Agreement, in an anonymized manner, without identification of the Client or any other entity or individual, including through using the information together with other Assets or information, for its internal and external business purposes, including, without limitation, for provision of services to other clients and publications, for historic and statistic purposes and for ensuring that information relating to the work performed by the Ethiackers is kept for ranking purposes.

- 11.4. “ETHIACK” is a registered trademark. The use of our trademark without our approval is completely prohibited.

12. Indemnification and Liability

- 12.1. ETHIACK shall defend, indemnify and hold harmless You and Your representatives and employees from and against all costs, damages, losses and expenses, including reasonable attorneys’ fees and other legal expenses, arising from any third-party claim that use of the Service as expressly permitted herein violates any third-party Intellectual Property Rights.
- 12.2. You shall defend, indemnify and hold harmless ETHIACK and its representatives and employees from and against all costs, damages, losses and expenses, including reasonable attorneys’ fees and other legal expenses, arising from any third-party claims that: (a) Your use of the Service, in violation of the terms of this Agreement, infringes any third-party rights, including without limitation, infringement or violation of any third-party Intellectual Property Rights or privacy rights; (b) You do not hold all necessary authorizations, approvals and permissions necessary for lawful use of the Service, including to conduct Tests; or (c) Your use of the Service is in any other way in breach of the acceptable use of the Service as set out in Section 7.
- 12.3. In no event shall ETHIACK be liable to You or Your Affiliates for any direct or indirect damages resulting from Your or Your Affiliates’ use of the Service, provided that ETHIACK has provided the Service in accordance with the Agreement. Furthermore, in no event shall ETHIACK be liable for the accuracy or availability of any integrated services or products provided by third parties.
- 12.4. Nothing in these Terms or the Agreement shall operate to exclude or restrict either Party’s liability for (a) any damage caused by willful misconduct, gross negligence, or



fraud; or (b) the specific indemnity undertakings made by a Party under Paragraph 12.1 and 12.2 of this Agreement.

- 12.5. ETHIACK's total liability hereunder shall, subject to Paragraph 12.4, for all damage arising under the Agreement, be limited to 100% of the total fees paid or payable by You under the Agreement in the contract year in which the breaches occurred.

13. Force Majeure

Neither Party shall be liable for failure to fulfill any obligations under the Agreement when this is due to any event beyond the reasonable control of a Party and which were not foreseen at the time of execution of the Agreement, and which could not have been prevented or its effects avoided by use of reasonable actions, such as, explosion, fire, storm, earthquake, flood, drought, riots, strikes, civil disobedience, sabotage, terrorist acts, civil war or revolutions, war or government action ("Force Majeure"). Each Party will use commercially reasonable efforts to undertake all necessary and reasonable actions within its control in order to limit the extent of the damages and consequences of Force Majeure. The Party affected by such Force Majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence. If an event of Force Majeure continues for a period of more than 10 consecutive or 15 alternative days, either Party may, upon written notice to the other Party, terminate this Agreement and/or the relevant Order Form without any further liability on the part of either Party.

14. Modification of the Terms

ETHIACK may revise these Terms, of which the current version will be available on ETHIACK's website. The revised Terms become effective once made available on the website. ETHIACK will notify its customers of any major changes to the Terms, such as when your rights and/or obligations will significantly change. If you continue to use the Services after a revision of Terms has become effective, you agree to be bound by the revised Terms.

15. Term and Termination

- 15.1. The term of the Agreement shall commence upon the date you signed up for the Service online or upon the Effective Date of the Order Form, and unless earlier terminated as provided herein, shall continue for the Subscription Term as set out in

ETHIACK

your subscription or applicable Order Form. The Subscription Term will automatically renew for successive terms equal in duration to the initial Subscription Term unless you notify ETHIACK in writing before the expiration of the then-current Subscription Term that you do not wish to renew the Services for an additional Subscription Term.

- 15.2. If You are on a Trial plan: The term of your Trial subscription and the Agreement shall commence when you start the Trial or as set out in an Order Form or similar, and apply as set out in your subscription or as separately agreed to between you and ETHIACK. A Trial subscription will not renew upon expiration of the Trial period.
- 15.3. ETHIACK reserves the right to temporarily suspend or terminate your access to the Service at any time in our sole discretion, with or without notice, and without incurring liability of any kind, for any one or more of the following reasons: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause us to have legal liability or may disrupt others' use of the Services; (c) the detection of suspicious behavior in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages or other emergency situation, as determined in ETHIACK's sole discretion. If, in our sole discretion, the suspension is indefinite and/or ETHIACK has elected to terminate your access to the Service, we will use commercially reasonable efforts to notify you through the Service and/or by email to the email address associated with your account. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service.
- 15.4. YOU HEREBY CONSENT AND ACKNOWLEDGE THAT YOU WISH TO INITIATE THE SERVICE AT ONCE AND THAT THIS CONSENT IMPLIES THAT YOU WILL NOT BE ABLE TO UNILATERALLY TERMINATE THIS CONTRACT WITHOUT JUST CAUSE WITHIN THE USUAL 14 DAY CONSUMER REMORSE PERIOD.
- 15.5. Without prejudice to other termination rights provided in this Agreement, either Party shall further have the right to terminate this Agreement through written notification and with immediate effect in case of any of the following:
- (a) If required by law or by an order by a competent entity;
 - (b) In case of a Force Majeure event affecting the other Party that lasts for more than 10 consecutive or 15 alternative days;
 - (c) In case the other Party becomes (i) insolvent or (ii) compounds with its creditors generally or (iii) has a receiver appointed over all or any part of its

ETHIACK

assets or undertaking or (iv) if a petition is presented or a resolution passed to wind it up whether compulsorily or voluntarily (other than a winding up as a solvent company for the purpose of reconstruction or amalgamation) or (v) if any analogous process is taken against it in consequence of debt in any jurisdiction;

- (d) Conviction of the other Party, or any manager or partner of the other Party, for any crime;
 - (e) Any acts by the other Party which (in the reasonable opinion of the terminating Party) are considered dishonest, fraudulent, a conflict of interest or which could impair the business, name or goodwill of the other Party and its Affiliates or any other similar act of misconduct by the other Party which would adversely affect the Services.
- 15.6. If either Party challenges the validity, patentability, and/or enforceability of any Intellectual Property Rights belonging to the other Party or asserts any patent or other Intellectual Property Rights claim against any product or service of the other Party, that Party shall have the right to terminate this Agreement immediately upon written notice.
- 15.7. The Party wishing to terminate shall send the other Party a written notice, through a letter with acknowledgment of receipt, describing the reasons for termination, as well as the date as from the notice takes effect.
- 15.8. Upon termination, irrespective of the cause:
- (a) ETHIACK will cease accessing the Systems and Assets, will remove added programs and files, and will delete or remove all Assets from its systems that it had access to during the provision of the Services, certifying in writing its deletion;
 - (b) ETHIACK shall have no obligation to restore the Systems and Assets to the state they were prior to the provision of the Services. Hence, unless otherwise agreed by the Parties, it is the Client's exclusive responsibility to restore the Systems and Assets to a secure configuration after the provision of the Services;
 - (c) Fees remain due and payable with relation to the time period during which the Services were provided, and any fees already invoiced shall be paid in full.
 - (d) Neither Party shall be liable to the other for any alleged Damage sustained by reason of or resulting from the termination of this Agreement; but termination

ETHIACK

of this Agreement shall not affect any liability or obligation incurred or accrued prior thereto.

- 15.9. Notwithstanding the foregoing, the Parties may retain copies of Confidential Information belonging to the other Party to the extent required by law or regulation, to the extent otherwise permitted under this Agreement and for legal archival purposes.
- 15.10. For the avoidance of doubt, Client may keep its registry / account in the Ethiack Portal after termination of this Agreement, in which case the Assets relating to the Services will remain available on the Ethiack Portal for a maximum period of 10 (ten) years. Without prejudice to clause 8.2, upon expiry of this period the account will be closed, and Client is notified, in writing, of such closure. Without prejudice to clause 8.1, Client may also wish to terminate its account in the Ethiack Portal, in which case it shall follow ETHIACK's procedures. Upon closure of the Client's account:
- (a) Without prejudice to clause 12, Client acknowledges that ETHIACK may block access, delete or remove from the Ethiack Portal the information relating to the Services;
 - (b) Without prejudice to clause 12, ETHIACK shall further promptly return to the Client all Confidential Information (and all copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form) of the Client that is in its possession or control;
 - (c) The Parties shall cease to use the names and trademarks of the other Party, except that no removal of the name and logos of the other Party is required for works and materials already published.
- 15.11. Any provisions of this Agreement which by their nature would naturally survive termination or expiration will do so.

16. Assignment

- 16.1. Neither Party shall assign or transfer the benefit of this Agreement, or any right or obligation hereof, to any third party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 16.2. ETHIACK is not prevented from assigning this Agreement, its rights and/or obligations, to an entity that succeeds to all or substantially all the business or assets of such Party relating to this Agreement.



17. Warranties

- 17.1. ETHIACK represents and warrants to you that (a) it has the right to grant the licenses and other rights relating to the Service provided under this Agreement; (b) the Services will conform in all material respects to the features, functionality and other specifications or requirements for the Services; and (c) any professional services provided by ETHIACK will be performed in a diligent, timely, professional and workmanlike manner in accordance with prevailing industry standards and practices.
- 17.2. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES PROVIDED IN PARAGRAPH 17.2, ETHIACK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAWS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. All Services are provided on an “as is” basis, and ETHIACK does not warrant that they are correct, complete and sufficient, or that they will be uninterrupted or error-free. Unless otherwise provided in this Agreement, ETHIACK makes no warranty of any kind, either express or implied as to any matter, that may arise from law, business practices or resulting from the negotiation and execution of this Agreement, nature, standard, accuracy, suitability or otherwise, and all such warranties, including warranties of specific results, merchantability, regulatory compliance and fitness for a particular purpose, are expressly disclaimed. Without limiting the generality of the foregoing, ETHIACK makes no warranty of any kind relating to informational content, results to be obtained from use, non-infringement of Intellectual Property Rights and/or freedom from theft.
- 17.3. The Services are used at Client’s own risk. ETHIACK does not warrant that the Services meet Client’s needs or expectations or that they meet Client’s particular purposes or will achieve any expected results.
- 17.4. Client is prohibited from making any express or implied warranty to any third party relating to the application of or the results obtained from the Services and information made available by ETHIACK pursuant to this Agreement.

18. Notices

- 18.1. ETHIACK may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. We may provide required information to you by product notifications or email at the address you



specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service. Any legal notices or other notices required by these Terms must be sent to us via email to support@ethiack.com, or via post to ETHIACK's registered address. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

19. Governing law and dispute resolution

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of Portugal, regardless of laws principles.
- 19.2. Any disputes arising from this Agreement shall be settled by the judicial courts of Coimbra, the Parties expressly waiving the competence of any other courts.

20. Final Provisions

- 20.1. These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect.
- 20.2. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Service.
- 20.3. The non-exercise, or late or partial exercise, of any right which we have under these Terms cannot under any circumstance imply the waiver of such a right, or the expiry of the same and, therefore, any such right will remain valid and effective despite not being exercised.
- 20.4. In all matters relating to these Terms, the Parties are acting as independent contractors and neither Party will represent that it has any authority to assume or create any obligation or warranty on behalf of the other Party and/or to represent the other Party as agent, employee or in any other capacity.
- 20.5. These Terms are binding upon and shall inure to the benefit of the Parties hereto, their representatives, successors and permitted assigns.



SCHEDULE 1

SERVICES AND SCOPE

Scope

The security testing service will be performed in accordance with the scope of work set and expressly identified by the client through the Ethiack Portal.

Matter	Description
Assets In-Scope	shall mean any digital property or resource that has value to the Client and has been configured by the Client in the ETHIACK Portal. This can include but is not limited to top-level domains, subdomains, servers, IP addresses, or web and mobile applications
Assets Out-of-scope	Any asset that is not part of the assets configured by the client in the ETHIACK Portal will not be tested and is out-of-scope.

Attack Surface Management

Matter	Description
Service	Performance of active reconnaissance in the client's digital infrastructure. ETHIACK maps and indexes the client attack surface to determine which assets and services are exposed and vulnerable. The client can manage their assets and identify which ones are more important.
Timeframe	ETHIACK will provide the service asynchronously and continuously until the termination of the term.

Vulnerability Management and Risk Exposure

Matter	Description
Service	Vulnerabilities identified during security tests are reported at Ethiack Portal and can be managed by the client. The client can request more information about the vulnerability reported and modify the status of the vulnerability. For the improvement of the services provided, the client must label the vulnerability status as "invalid", in the case of being identified as false-positive by the client, or "fixed", in the case of being mitigated or solved by the client.

ETHIACK

	<p>The severity of vulnerabilities is classified according to the Common Vulnerability Scoring System (CVSS) standard, represented in the table below. In case the Client does not agree with the classification done by ETHIACK it can propose a different classification. The Parties shall discuss in good faith the classification. If the disagreement is not resolved and without prejudice to other rights the Parties have under this Agreement, the classification defined by ETHIACK shall prevail.</p> <p>Reports about the status of the services and the vulnerabilities identified can be downloaded by the client at the Ethiack Portal.</p> <p>A Risk Exposure score will be provided for the Client based on the severity of the vulnerabilities identified and the time it takes the Client to address and fix them.</p>
Timeframe	ETHIACK will provide the service asynchronously and continuously until the termination of the term.

Severity	CVSS standard - Common Vulnerability Scoring System
Cosmic	10.0
Critical	9.0-9.9
High	7.0-8.9
Medium	4.0-6.9
Low	0.1-3.9
Informative	0.0

Automated Security Testing and Artificial Hacking

Matter	Description
Service	<ul style="list-style-type: none">• Performance of automated security tests for identification and possible exploitation of vulnerabilities through the Ethiack Portal – refer to the table of security tests below for more detail of security tests that can be performed• Automated Report of vulnerabilities in the Ethiack Portal with description, impact, and mitigation guidelines when available.• The Validation (“triaging”) and classification of the vulnerabilities by ETHIACK Authorised Personnel or automation. In case the Client does not agree with the classification done by ETHIACK, it can propose a different classification. The

ETHIACK

	<p>Parties shall discuss in good faith the classification. If the disagreement is not resolved and without prejudice to other rights the Parties have under this Agreement, the classification defined by ETHIACK shall prevail.</p> <ul style="list-style-type: none">• Automatic retesting of fixed vulnerabilities marked by Client as “Fixed”
Timeframe	ETHIACK will provide continuous and asynchronous automatic security testing until the termination of the term.
Location	The Services will be performed remotely and virtually, unless expressly specified, and reports will be available in the Ethiack Portal

Security Test	Description
Network Attacks	Scanning endpoints and network services with identification of vulnerabilities and threats and examination of features and settings of IDS, IPS UTM appliances.
Web App Hacking	Targeted attacks for web applications looking for vulnerabilities.
Misconfiguration	Examines the features and settings of appliances, applications and services
Hacking In-Breadth	Attacks via exposed or vulnerable assets, credentials, code or services.

Manual Security Testing, Pentesting and Ethical Hacking

Matter	Description
Service	<p><u>Scoping and Pre-testing</u></p> <ul style="list-style-type: none">• Launch of an ethical hacking event by the client and assignment of an ETHIACK account manager to support and manage the event• Definition of scope, policy, and hours of security testing allowed in accordance between ETHIACK’s account manager and the Client.• Selection of the security tests to be performed from the security tests table below and must be expressly added to the scope and policy in the Portal• Selection of Ethiackers that will provide the security test.• Presentation of the Ethiack Portal and the selected Ethiackers to the Client and creation of a communication channel between ETHIACK, Client, and Ethiackers, through which all communications between Client and Ethiackers shall be made. The client can refuse any Ethiacker and ask ETHIACK to replace them.

ETHIACK

	<p><u>Testing</u></p> <ul style="list-style-type: none">• Performance of security tests for identification and possible exploitation of vulnerabilities by Ethiackers through the Ethiack Portal – refer to the table of security tests below for more detail of security tests that can be performed. The client must expressly ask for the tests and the ETHIACK needs to validate it and include it in the scope or policy of the ethical hacking event.• Reporting of vulnerabilities in the Ethiack Portal by the Ethiackers with description, impact, and mitigation guidelines• The Validation (“triaging”) and classification of the vulnerabilities by ETHIACK Authorised Personnel. In case the Client does not agree with the classification done by ETHIACK, it can propose a different classification. The Parties shall discuss in good faith the classification. If the disagreement is not resolved and without prejudice to other rights the Parties have under this Agreement, the classification defined by ETHIACK shall prevail.
	<p><u>Reporting</u></p> <ul style="list-style-type: none">• Delivery of two final reports after the event: one executive report and one technical report by ETHIACK to the client.• The reports shall have the information about vulnerabilities identified, their severity and impact, information about the Ethiackers, the indication of the methodologies and techniques used, as well as recommendations and suggestions for mitigation of vulnerabilities
	<p><u>Retesting</u></p> <ul style="list-style-type: none">• Provision of support to the Client during the Client’s verification, correction and mitigation of vulnerabilities.• For the avoidance of doubt, it is the Client’s responsibility to perform correction and mitigation measures and then request through the Ethiack Portal, to perform re-testing.• ETHIACK will provide re-testing after the client has labeled the status of the vulnerabilities as “fixed”• Re-testing support is provided to the extent the request by the Client is submitted in the ETHIACK Platform within 90 days from the conclusion of the Reporting stage.• ETHIACK will endeavor reasonable efforts to ensure that the re-testing is done within 14 (fourteen) days after request.
Timeframe	ETHIACK will endeavor its best efforts to conclude the tasks (not including retesting) within a period of 30 (thirty) days from the launch of the ethical hacking event through the Ethiack Portal, the Client expressly acknowledges that

ETHIACK

	execution of these tasks by ETHIACK requires the availability and, whenever required, the collaboration of Client.
Location	The Services will be performed remotely and virtually unless expressly specified, and reports will be available in the Ethiack Portal

Security Test	Description
Network Attacks	Scanning endpoints and network services with identification of vulnerabilities and threats and examination of features and settings of IDS, IPS UTM appliances.
Web App Hacking	Targeted attacks for web applications looking for vulnerabilities.
Misconfiguration	Examines the features and settings of appliances, applications and services
Hacking In-Breadth	Attacks via exposed or vulnerable assets, credentials, code or services.
Hacking In-Depth	Attacks using sophisticated hacking tools to find critical vulnerabilities and issues by defining a set of goals.
Exploit Research	Applying and developing exploits on third-party components.
Social Engineering	Exploitation of human resources, including phishing attacks and security awareness testing.
Physical Security	Testing physical and environmental infrastructure, such as physical access control and network topology and design.
Red Team vs Blue Team	Blue teams can improve internal skills by observing the red team and identifying live attack vectors. This can be performed without prior knowledge to simulate a real scenario.