



HACKTHEBOX

**Legal &
Compliance:**

**One-Off Reseller
Agreement**

Effective: 11 August 2022

ONE-OFF RESELLER AGREEMENT

You should download a copy for future reference.

THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT ("AGREEMENT"), BETWEEN THE APPLICABLE RESELLER IDENTIFIED IN THE SERVICE ORDER FORM ("RESELLER") AND HACK THE BOX LTD, A COMPANY REGISTERED IN ENGLAND & WALES UNDER COMPANY NUMBER 10826193 WITH OFFICES AT PLEXAL HERE EAST, QUEEN ELIZABETH OLYMPIC PARK, STRATFORD, LONDON, ENGLAND E15 2GW ("HACKTHEBOX").

RESELLER WILL BE PROMPTED TO SIGNIFY ITS ACCEPTANCE OF THESE TERMS OF SERVICE BY SELECTING OR CLICKING "ACCEPT". BY ACCEPTING, RESELLER: ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREES TO BE LEGALLY BOUND BY THESE TERMS; AND IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY HE/SHE REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "RESELLER" SHALL REFER TO SUCH ENTITY. THE TERMS AND CONDITIONS OF THIS AGREEMENT ALONG WITH ANY SCHEDULES OR REFERENCED DOCUMENTS OR ADDITIONAL TERMS ATTACHED HERETO, REPRESENT THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND TO THE EXTENT THAT THESE TERMS ARE IN CONFLICT WITH THE TERMS OF ANY OTHER AGREEMENT BETWEEN RESELLER AND HACKTHEBOX, THESE TERMS WILL TAKE PRECEDENCE AND SUPERSEDE THE TERMS OF SUCH OTHER AGREEMENT WITH RESPECT TO THE RESALE OF THE SERVICES

HackTheBox is in the business of developing and providing cyber-security training via SaaS and desires to authorise Reseller to resell the Services. Reseller is in the business of selling or providing various technology solutions and desires to resell the Services. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

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

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

"Authorised-Users" means Subscriber's and its Affiliates' employees, consultants, contractors, and agents (i) who are authorised by Subscriber to access and use the Services under the rights granted to the Subscriber pursuant to the End User

Subscription Agreement, (ii) for whom access to the Services has been purchased hereunder, and (iii) with respect to Authorised Users other than Subscriber's employees, who have entered into a written agreement with Subscriber obligating such consultant, contractor and non-employee agent to protect the confidentiality of the Services and HackTheBox's Confidential Information to at least the same extent as protected by this Agreement.

"Confidential Information" refers to the following items one party to this Agreement ("Disclosing Party") discloses to the other ("Receiving Party"): (a) any document Disclosing Party marks "Confidential"; (b) any information Disclosing Party orally designates as "Confidential" at the time of disclosure, provided Disclosing Party confirms such

designation in writing within five (5) business days; (c) any of Disclosing Party proprietary information, technical data, trade secret, or know-how, including without limitation any research, product plan, patent, copyright, trade secret, and other proprietary information, techniques, processes, algorithms, software programs, hardware configuration information and software source documents and other technology, related to the current, future and proposed products and services, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, 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.

"Documentation" means any and all 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.

"EUSA" means HackTheBox's end user subscription agreement to be accepted by Subscribers before they access and use the Services, available at <https://resources.hackthebox.com/hubfs/Legal/EUSA.pdf>

"Fees" means the fees payable by the Reseller to HackTheBox in respect of the Subscriber's subscription to the Services (as agreed between the Reseller and HackTheBox).

"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.

"Services" means the specific HackTheBox internet-accessible software-as-a-service(s) offering(s) purchased by Subscriber and hosted by HackTheBox, its Affiliates or service providers and made available to Subscriber over a network on a subscription basis at www.hackthebox.com or any subdomains (<https://enterprise.hackthebox.com>, <https://ctf.hackthebox.com>, <https://academy.hackthebox.com>) and/or other web pages designated by HackTheBox, including associated components.

"Service Order Form" means HackTheBox's Quote accepted by Subscriber via Subscriber's purchase order or other ordering document submitted to HackTheBox 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 Subscriber orders the Services pursuant to this Agreement.

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

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

"Subscriber" means an individual or entity, identified by Reseller in the applicable Service Order Form, that purchases the Services from the Reseller.

"Subscription Term" means the term of the Subscriber's subscription to the Services (as specified in the relevant Service Order Form), which shall commence once the Subscriber acquires access to the Services.

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

2. REPRESENTATIONS & WARRANTIES

2.1 Authority. Each party represents and warrants that: (i) it is duly organised, 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 authorisations 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.

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

3. APPOINTMENT

3.1 Appointment. HackTheBox hereby grants to Reseller a non-exclusive right to resell the Services to a Subscriber in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as restricting or limiting in any manner, HackTheBox's own marketing, sales or distribution activities or its right to appoint other resellers, distributors, licensees, or agents in the Territory or otherwise.

3.2 Restrictions. Reseller shall not resell the Services through a sales agent or to a reseller or distributor without the prior written consent of HackTheBox.

4. PRICES, ORDERING; AND PAYMENT

4.1 Prices. Reseller shall receive the discounts on HackTheBox's standard list prices for the Services as described in the applicable Service Order Form. Reseller shall have the right to determine the price at which the Reseller resells the Services to the Subscriber, but such price shall not exceed HackTheBox's standard list price.

4.2 Price List & Service Change. HackTheBox reserves the right to change its standard list prices for the Services at any time by providing thirty (30) days prior written notice to Reseller. HackTheBox reserves the right to change its Service offerings, and to update, change, or discontinue any Services, at any time; provided, however, that HackTheBox shall provide Reseller with at least thirty (30) days prior written notice of such update, change, or discontinuation. Upon Reseller's request, HackTheBox will provide Reseller with the prices for all available Services, which will include both HackTheBox's standard list price and Reseller's discounted price.

4.3 Ordering. Reseller will submit a subscription request and HackTheBox will issue a Service Order to Reseller for the purchase of Services. A Service Order Form shall be binding on HackTheBox and Reseller upon acceptance by Reseller. HackTheBox reserves the right to reject a subscription request for any reason whatsoever without liability to Reseller. The Service Order Form shall be governed by the terms of this Agreement. Any terms and conditions contained in any Service Order Form that are inconsistent with or in addition to the terms and conditions of this Agreement (including the EUSA) will be deemed stricken from such Service Order Form.

4.4 User Subscriptions. Unless otherwise specified in the applicable Service Order Form, (a) access to the Services is purchased as an Authorised User subscription to the Services and may be accessed by no more than the specified number of Authorised Users, (b) additional Authorised Users subscriptions may be added during the applicable Subscription Term under a Service Order Form at the same pricing as that for the pre-existing subscriptions thereunder, pro-rated for the remainder of the Subscription Term in effect at the time the additional Authorised User subscriptions are added, and (c) the added Authorised User subscriptions shall terminate on the same date as the pre-existing Authorised Users subscriptions. Authorised Users subscriptions are for the designated users only and cannot be shared or used by more than one user, but may be reassigned to new users. The number of Authorised Users subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the applicable Service Order Form.

4.5 Payment. Reseller shall pay all Fees in the agreed currency within forty-five (45) days after the date of HackTheBox's invoice. Reseller will be invoiced upon access to the Services being enabled for the Subscriber. HackTheBox reserves the right to refuse, cancel, withhold, suspend, or delay the Subscriber's access to and use of the Services, in the event Reseller fails to make timely payment, in accordance with this Agreement.

4.6 Credit Control. Reseller is solely responsible for the payment of the Fees to HackTheBox and for all collection efforts related to payments from a Subscriber to Reseller. Reseller will be responsible for such matters as credit verification, deposits, billing, collection, bad debts etc.

4.7 Interest. Without prejudice to any other rights and remedies HackTheBox may have, Reseller shall pay to HackTheBox interest on all overdue amounts at the rate of 4% per annum above the base rate of the Bank of

England. Such interest shall accrue on a daily basis from the due date until the date of actual payment and compound monthly. Reseller will reimburse HackTheBox for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.8 Suspension of Services and Acceleration. If any amount owing by Reseller under this or any other agreement for the Services is fifteen (15) or more days overdue, HackTheBox may, without limiting HackTheBox's other rights and remedies, (i) accelerate Reseller's payment obligations under this agreement so that all Fees become immediately due and payable, and (ii) suspend provision of the Services to the Subscribers until such amounts are paid in full. HackTheBox will give Reseller at least seven (7) days prior written notice that its account is overdue before suspending the Services.

4.9 Taxes. All Fees and other amounts payable by Reseller under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Reseller is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Reseller hereunder, other than any taxes imposed on HackTheBox's income.

4.10 No Deductions or Setoffs. All amounts payable to HackTheBox under this Agreement shall be paid by Reseller to HackTheBox in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

5. RESELLER'S RESPONSIBILITIES

5.1 Reseller Obligations. Reseller agrees:

(a) to conduct its business in a manner that reflects favourably at all times on the Services

and the good name, goodwill and reputation of HackTheBox;

(b) to avoid deceptive, misleading or unethical practices that are or might be detrimental to HackTheBox, the Services or the public and shall not publish, or employ or cooperate in the publication or employment of, any misleading or deceptive advertising material;

(c) not to disparage or bad mouth HackTheBox and/or the Services

(d) not to make any statements to industry analysts with respect to the specifications, features or capabilities of the Services without HackTheBox's prior written approval;

(e) not to make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services that are inconsistent with or in addition to those contained in the Documentation or the EUSA, or otherwise incur any liability on behalf of HackTheBox howsoever arising; and

(f) to notify HackTheBox promptly with respect to any known or suspected unauthorised access to or use of the Services.

5.2 Import Licences. Reseller shall be responsible for obtaining and maintaining (at its own cost) any and all import licences, consents and permits necessary for the resale of the Services by the Reseller pursuant to this Agreement. Reseller shall keep HackTheBox informed of all applicable laws affecting the resale of the Services by the Reseller.

5.3 EUSA. Reseller must ensure that all Subscribers are aware of the terms of the EUSA, and that they will be required to accept such terms before accessing or using the Services either by sending HackTheBox a copy of the EUSA signed by or on behalf of the Subscriber or by "click accepting" the EUSA on HackTheBox's website. Reseller shall not amend or vary the terms of the EUSA without HackTheBox's prior written consent.

6. SERVICES AND SUPPORT

6.1 Service Provision. Reseller acknowledges and agrees that the right to access and use the Services shall be granted by HackTheBox directly to the Subscribers and HackTheBox shall provide the Services on the terms of the EUSA.

6.2 Support. HackTheBox shall provide support to Customers according to HackTheBox's SLA

7. RESPONSIBLE BUSINESS AND COMPLIANCE

7.1 Responsible business. Each Party agrees: (i) to support the principles set out in the Universal Declaration of Human Rights and to commit to ensuring that all employees are treated with dignity and respect and are not subjected to demeaning conditions. (ii) 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 (iii) not to use forced or involuntary labor nor demand work/service from an individual under threat or coercion and not to exploit child labor or employ any workers under the age of 15 or the minimum legal working age, whichever is greater; (iv) to foster a culture which seeks to promote equal opportunity for all and not tolerate unlawful discrimination; (v) to comply with all applicable laws and regulation 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; (vi) to seek 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

take reasonable steps to minimize emissions of greenhouse gases and hazardous pollutants; to make efforts to eliminate or reduce levels of waste generated and increase landfill diversion, reuse, and recycling; (vii) to conduct business with integrity, according to the best ethical practices and principles and to support efforts to eradicate corruption and financial crime; and (viii) not to engage in any acts prohibited by any applicable law, including antitrust or unfair trade practice laws, which prohibit various forms of predatory, discriminatory or below-cost pricing;

7.2 Compliance with Laws. Each party shall comply with all applicable laws and regulations in performing its obligations under this Agreement.

7.3 Compliance with Anti-Corruption and Anti-Bribery Laws. Reseller shall: (i) comply with the UK Bribery Act 2010 and all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption (collectively "Applicable Anti-Corruption Law"); and (ii) have and maintain in place throughout the term of this Agreement anti-bribery and anti-corruption policies to ensure compliance with Applicable Anti-Corruption Law ("Anti-Corruption Policies"). Reseller shall (i) enforce the Anti-Corruption Policies where appropriate; and (ii) promptly provide HackTheBox with a copy of its Anti-Corruption Policies upon request.

7.4 No Improper Conduct. Reseller represents and warrants that no payments of anything of value have been or will be offered, promised, or paid, whether directly or indirectly, to any person, including any Public Official: (a) to influence any official act or decision of that person; (b) to induce that person to do or omit to do any act in violation of a lawful duty; (c) to secure any improper business advantage; or (d) to obtain or retain business for, or otherwise direct business to, HackTheBox or in any way related to this Agreement. "Public Official" means: (i) any elected or appointed public

official, officer, employee or person acting in an official or public capacity on behalf of a government; (ii) any official or employee of a quasi-public or non-governmental international organization; (iii) any employee or other person acting for or on behalf of any entity that is wholly or partially government owned or controlled by a government; (iv) any person exercising legislative, administrative, judicial, executive, or regulatory functions for or pertaining to government (including any independent regulator); (v) any political party official, officer, employee, or other person acting for or on behalf of a political party; and (vi) any candidate for public office.

7.5 Export Laws. Reseller shall comply with all applicable export laws and regulations of the UN, US, EU and UK and other applicable jurisdictions to ensure that neither the Services, nor any direct product thereof are accessed, used, exported or re-exported in violation of such laws or used for any purposes prohibited by such laws.

7.6 Accuracy of Books and Records. Reseller agrees that it will maintain accurate and complete records of its receipts and expenses having to do with this Agreement, including records of payments to any third parties or Public Officials, in accordance with generally accepted accounting principles. Reseller further agrees that it will make such books and accounting records available for review by HackTheBox, or an independent party nominated by HackTheBox, at HackTheBox's reasonable request.

7.7 Breach and Indemnification. If Reseller breaches any provision of this Section 5 HackTheBox shall have, in addition to any other rights and remedies available to it, the right to unilaterally and immediately terminate this Agreement. Reseller shall protect, defend, and indemnify HackTheBox and all of its officers, directors, employees, and representatives from and against any and all costs of any nature (including, but not limited to, reasonable attorney's fees), arising from any payments made in violation of any

Applicable Anti-corruption Law, regardless of whether such payments were made directly or indirectly, by, on behalf of, or with the knowledge of Reseller, in relation to this Agreement.

7.8 Annual Certifications. If requested by HackTheBox, Reseller agrees to certify compliance on an annual basis with the representations and warranties in this Section 7.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership. Reseller acknowledges and agrees that HackTheBox and/or its licensors own all Intellectual Property Rights in and to the Services, Software and Documentation (including all improvements thereto). Reseller shall not have any rights in, or to, the Services, Software or Documentation other than the right to resell the Services in accordance with the terms of this Agreement.

8.2 Reservation of Rights. Nothing in this Agreement shall be deemed an assignment of, or otherwise restrict a party's use of, such party's trademarks and other Intellectual Property Rights, all of which trademarks and other Intellectual Property Rights shall continue to be owned by such party. HackTheBox reserves all rights and licences in and to the Services not expressly granted to Reseller under this Agreement.

8.3 Restrictions. Except as expressly set out in this Agreement, Reseller shall not and shall not authorise any third party to: (a) copy, attempt to copy, modify, duplicate, reproduce, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Services, Software or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services, Software or Documentation; (c) access all or any part

of the Services, Software or Documentation to build a product or service which competes with the Services, Software or Documentation; (d) use the Services, Software or Documentation to provide services to third parties; (e) license, sell, rent, lease transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software or Documentation available to any third party; (f) attempt to obtain or assist third parties in obtaining access to the Services or any software used in the provision of or otherwise associated with the Services); (g) alter the Services or the Documentation in any unauthorised way, including without limitation, delete or in any manner alter the copyright, trademark, trade name, service mark and/or other proprietary rights notices and labels appearing on the Services or Documentation as delivered or made available to Reseller or Subscribers or (h) use the Services, Software or Documentation in a manner that infringes rights of HackTheBox or a third party. Reseller acknowledges and agrees that only HackTheBox shall have the right to maintain, enhance or otherwise modify the Services, Software and Documentation.

8.4 Trademarks. Reseller shall have a non-exclusive, non-transferable, non-sublicensable, revocable royalty-free, limited licence to use such of HackTheBox's trademarks as are approved in writing by HackTheBox from time to time in advertising and promotional materials. Reseller agrees to use HackTheBox's trademarks only in connection with the promotion of the Services. Other than the licence expressly granted in this Agreement, Reseller shall not have any right, title, or interest in HackTheBox's trade names or trademarks or their associated goodwill, and Reseller agrees not to assert or claim any such interest. Upon notice to Reseller, HackTheBox may condition Reseller's use of HackTheBox's trademarks by requiring Reseller to comply with HackTheBox's trademark or similar

guidelines. Reseller shall not: (i) use any of HackTheBox's trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of HackTheBox therein; (ii) use in relation to the Services any trademarks other than the trademarks approved in writing by HackTheBox.

8.5 Feedback. If Reseller provides HackTheBox with reports of defects in the Services or proposes or suggests any changes modifications or ideas (collectively "Feedback"), HackTheBox shall have a worldwide, irrevocable, transferable, perpetual, royalty-free right and licence to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into HackTheBox's software products and/or services, without any obligation to Reseller. HackTheBox reserves the right to seek all remedies available for any violation of this Section.

8.6 Notice of Infringement. Reseller shall promptly notify HackTheBox in writing in the event that it becomes aware of (i) any unauthorised use of the Services; (ii) any infringement or suspected infringement of HackTheBox's trademarks or any other Intellectual Property Rights in or relating to the Services or Documentation; or (iii) any claim that the Services or the use, sale of the Services, whether or not under HackTheBox's trademarks infringes the rights of any third party. Reseller shall reasonably co-operate with HackTheBox in the prosecution of any claim against unauthorised users.

9. INDEMNIFICATION.

9.1 Infringement Indemnity. HackTheBox shall, subject to Section 8.3, defend Reseller 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 Reseller's marketing, advertising and resale of the Services in accordance with this

Agreement (each a "Third Party IP Claim"), and shall indemnify Reseller against any amounts awarded against Reseller in judgement or settlement of a Third Party IP Claim, provided that Reseller: (i) promptly notifies HackTheBox about each Third Party IP Claim; (ii) does not make any admission, or otherwise attempt to compromise or settle any Third Party IP Claim, and provides HackTheBox with reasonable co-operation and assistance in the defence and settlement of each Third Party IP Claim; and (iii) gives HackTheBox sole authority to defend or settle each Third Party IP Claim.

9.2 Remedies. In the defence and settlement of a Third Party IP Claim, HackTheBox may obtain for Reseller the right to continue marketing, advertising and reselling the Services in the manner contemplated by this Agreement, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement forthwith by notice in writing and without liability to Reseller. The foregoing states Reseller's sole and exclusive rights and remedies, and HackTheBox's entire obligations and liability, in the case of any Third Party IP Claim.

9.3 Exclusions. HackTheBox shall not in any circumstances have any obligation or liability under Section 8.1 if the Third Party IP Claim arises from or relates to: (a) Reseller's marketing, advertising, resale or use of the Services contrary to this Agreement or any instructions given by HackTheBox (whether in the Documentation or otherwise) or in violation of applicable laws; (b) Reseller's marketing, advertising, resale or use of the Services after notice of the alleged or actual infringement from HackTheBox or any appropriate authority; (c) any modification, alteration or conversion of the Services by anyone other than HackTheBox (or as approved in writing by HackTheBox); (d) any combination or use of the Services with any computer hardware, software, data or service not required by the Documentation; (e) HackTheBox's compliance with

specifications, requirements or requests of Reseller; or (f) Reseller's gross negligence or wilful misconduct.

9.4 Reseller Indemnity. Reseller shall indemnify, defend, and hold harmless, HackTheBox and its officers, directors, employees and contractors against all third-party claims, suits and proceedings resulting from the Reseller's breach of this Agreement and/or the violation of any applicable law.

10. DATA PRIVACY AND SECURITY

10.1 Personal Data Processing. Each party shall process the personal data of the other party according to the applicable privacy laws.

10.2 Security of Data. Each party shall maintain data security policies and procedures that contain organisational and technical measures appropriate to the complexity, nature, and scope of its activities, to protect personal data and Confidential Information against unauthorised access, processing, disclosure, destruction, damage, or loss.

11. CONFIDENTIALITY

11.1 Each party undertakes that it will not use the other party's Confidential Information and will not disclose such Confidential Information to any third party in each case except as expressly permitted by this Agreement. Each party will 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, to the

extent it is legally permitted to do so, 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 investors in, lenders to or acquirers of such party.

11.2 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 destruction or return of the Confidential Information at any time upon giving written notice to the receiving Party. The receiving Party undertakes to notify the disclosing Party promptly of any unauthorised 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 unauthorised 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.

12. TERM AND TERMINATION

12.1 Term. This Agreement will commence on the date of signature or acceptance of these terms and unless otherwise terminated as provided in this agreement. on the Effective Date and unless otherwise terminated as provided in this Agreement, shall continue for the Subscription Term after which it shall automatically terminate.

12.2 Termination for Cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement for cause with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default more than 10 days after being notified in writing to make such payment; (b) the other party commits a material breach of any of the provisions of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so; or (c) the other party (being a body corporate) has a liquidator, administrator or administrative receiver appointed over it, or a material part of its assets, or makes an arrangement or composition with its creditors, or an application to a court of competent jurisdiction for protection from its creditors, or (being an natural person) is declared bankrupt or makes an arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984, or (in either case) suffers or takes any equivalent action in any jurisdiction outside England and Wales.

12.3 Effect of Termination. Service Orders Forms accepted by HackTheBox prior to the effective date of the termination of this Agreement shall continue in effect during the term stated in Service Order Form and shall continue to be subject to the terms and conditions of this Agreement. Termination of this Agreement shall not relieve Reseller of its payment obligations incurred prior to termination of this Agreement or for any amounts due which accrue after termination of this Agreement. Upon termination of this Agreement for any reason, (i) Reseller will immediately cease all marketing, advertising, resale and use of the Services and HackTheBox's trademarks, and (ii) Reseller shall return to HackTheBox all Confidential Information, Documentation and all other tangible materials related to the Services

except as required to use the Services pursuant to any existing Service Orders to the extent provided herein, and (iii) HackTheBox will return to Reseller, or destroy, all Confidential Information of Reseller and confirm such destruction upon request.

12.4 Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination: (a) any obligation of Reseller to pay Fees; (b) Sections 2- 15 and (c) any other provision of this Agreement that must survive to fulfil its essential purpose.

13. DISCLAIMER; LIMITATION OF LIABILITY

13.1 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED FROM THIS AGREEMENT. HACKTHEBOX DOES NOT WARRANT THAT THE SERVICES WILL MEET 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.

13.2 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF A PARTY: (I) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE; (II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) IN RESPECT OF THAT PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF RESELLER: (I) IN RESPECT OF ITS PAYMENT OBLIGATIONS; AND (II) FOR ANY BREACH, INFRINGEMENT OR

MISAPPROPRIATION OF HACKTHEBOX'S INTELLECTUAL PROPERTY RIGHTS.

13.3 SUBJECT TO SECTION 13.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS, DAMAGES, COSTS, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT OR ANY LOSS OF BUSINESS, REVENUE OR PROFIT, OR DEPLETION OF REPUTATION OR GOODWILL OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS HOWEVER ARISING.

13.4 SUBJECT TO SECTION 13.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS PAID TO HACKTHEBOX UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

14. DISPUTE RESOLUTION

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

14.2 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.

14.3 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 14.10.

14.4 Confidentiality. All communications made during negotiations under this Section shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law (in the United Kingdom such communications shall be treated as made on a "without prejudice" basis).

14.5 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.

15. GENERAL

15.1 Insurance. Parties shall have in force and maintain at their own cost all applicable and appropriate insurance coverage with a reputable insurer authorised to act as such by the competent authority.

15.2 Notices. Unless another email address is specified in writing by the parties, all notices, demands, or consents given under this Agreement shall be in writing and delivered at the following email addresses:

For HackTheBox: legal@hackthebox.eu

For Reseller: The email provided to HackTheBox.

A notice sent by email in accordance with this Section 14.2 shall be deemed to have been received at the time of transmission of the email or, if this time is outside business

hours (being 09:00 to 17:30 in the place of receipt), when business hours resume. This section does not apply to the service of any proceedings or other documents in any legal action.

15.3 Independent Contractors. The parties shall act as independent contractors in the performance of this Agreement, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the day-to-day activities of the other party; (ii) constitute the parties as partners, joint venturers, co-owners, agents or otherwise as participants in a joint or common undertaking; or (iii) allow Reseller to create or assume any obligation on behalf of HackTheBox for any purpose whatsoever. All financial obligations associated with Reseller's business are the sole responsibility of Reseller, and all agreements between Reseller and Subscribers are Reseller's exclusive responsibility and shall have no effect on HackTheBox.

15.4 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 prior 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.

15.5 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.

15.6 Publicity. Neither party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other party. Hackthebox may include the Reseller's trademark in the Hackthebox website. Reseller may contact HackTheBox to remove the trademark at any time.

15.7 Force Majeure. Except for payments obligations, neither party shall be in breach of this Agreement nor liable for any failure or delay in the performance of its obligations under this Agreement caused by events or circumstances beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials, pandemics or governmental action. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than 14 days, the party not affected may terminate this agreement by giving written notice to the affected party.

15.8 No Third Party Beneficiaries. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15.9 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The parties agree that the Sale of Goods Act

1979, or any substantially similar legislation as may be enacted, and the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

15.10 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). Notwithstanding the foregoing, nothing in this Agreement shall prevent HackTheBox enforcing its Intellectual Property Rights in other jurisdictions.

15.11 Variation and Waiver. No modification, amendment, or variation of any provision of this Agreement shall be effective unless in writing and signed by or on behalf of both parties. No failure or delay to exercise or partial exercise of any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy or prevent or restrict in any way their exercise.

15.12 Counterparts. To demonstrate your assent to this Agreement, we may require you to click an "accept," "agree," or other assent indicator accompanying this Agreement. You understand that your activation of such an indicator will constitute your electronic signature, and you acknowledge that such electronic signature is equivalent to your handwritten signature.



HACKTHEBOX

www.hackthebox.com

info@hackthebox.com