RedRok EULA

Redrok Cyber Ltd. (hereinafter "Redrok") offers its cybersecurity product licenses to you, whether an individual, company, or legal entity (hereinafter "Licensee"), subject to the following terms and conditions ("License Agreement").

By purchasing a license or entering into a written quotation, order form, or similar document referencing this License Agreement, Licensee acknowledges and agrees to be bound by these terms.

Licensee is urged to carefully review this License Agreement before acquiring any cybersecurity product licenses from Redrok. This License Agreement constitutes a legally binding contract between Licensee and Redrok.

In the event that Licensee and Redrok have executed a separate written agreement for the licensed products, the terms of that agreement shall supersede this License Agreement.

1. DEFINITIONS

1.1 Content Updates: Regularly updated content utilized by certain RedRok Software, including but not limited to updated vulnerability signatures for vulnerability assessment products and new exploits for penetration testing products.

1.2 Documentation: Materials provided by RedRok to assist customers in using the Software, including user and system administrator guides, manuals, and functionality specifications.

1.3 License and Support Term: The period during which Licensee is entitled to receive Content Updates (as applicable) and support services from RedRok, including all updates, enhancements, bug fixes, and new releases generally made available to customers. The duration of the License and Support Term is specified on the applicable Order Form and begins on the Software delivery date.

1.4 Order: RedRok order form or other ordering document signed or referenced by Licensee or its authorized reseller, specifying the licensed Software and/or Services, Usage Limitations, and agreed-upon price.

1.5 Services: Professional services offered by RedRok (as described in Section 10.2 of this Agreement).

1.6 Software: RedRok products listed on the applicable Order Form.

1.8 Usage Limitations: The capacity indicated on the Order Form, including, as applicable, number of assets, applications, data, plugins, and named individual users of the Software.

2. SOFTWARE LICENSES

2.1 License Grant. For the duration of the License Term, RedRok grants Licensee a non-exclusive, non-transferable, non-sublicensable right to use and access the Software (in object code only):

(i) Exclusively for Licensee's internal business purposes;

(ii) Within the specified Usage Limitations;

(iii) As outlined in this License Agreement.

Additional license restrictions specified on the Order Form shall also apply.

2.2 Evaluation Licenses. Evaluation licenses are valid for thirty days or the term specified on the Order Form. Licensee may not use the same software for more than one evaluation period in any twelve-month period, unless otherwise agreed by RedRok. RedRok reserves the right to revoke evaluation licenses at any time. Sections 4 (Limited Warranty) and 9.1 (Indemnification) do not apply to evaluation licenses.

2.3 Affiliate Usage. Subject to Usage Limitations, Licensee may extend Software access to its Affiliates under these terms, assuming full liability for any breach by its Affiliates. "Affiliate(s)" means any entity directly or indirectly controlled by Licensee, where "control" indicates direct possession of a majority of the entity's outstanding voting securities.

2.4 Delivery and Copies. Delivery occurs when RedRok provides Software download or activation instructions. Licensee may create a reasonable number of backup copies, each subject to this Agreement and containing the same proprietary notices as the original.

2.5 Restrictions. The Software is intended for good-faith security testing, investigation, and vulnerability correction. Unless expressly permitted by law, Licensee shall not:

(i) Modify, decompile, reverse engineer, or create derivative works of the Software;

(ii) Resell, rent, lease, or sublicense the Software;

(iii) Circumvent Software security features;

(iv) Use the Software for competitive analysis or to build competing products.

Licensee is responsible for employee compliance.

Discovered vulnerabilities must be disclosed via support@redrok.io

2.6 Ownership. RedRok retains all rights, title, and interest in the Documentation, Software, Content Updates, and all related intellectual property.

2.7 Authorization. Licensee warrants it has appropriate authorization for all networks, systems, IP addresses, assets, and hardware on which it deploys or tests the Software.3. FEES AND

PAYMENT TERMS

3.1 Purchases Through Authorized Resellers: If Licensee acquires the Software through a RedRok authorized reseller, the fees shall be as agreed between Licensee and the reseller.

In this case, Licensee shall pay the applicable fees directly to the reseller, and Section 3.2 shall not apply.

3.2 Direct Purchases: For direct purchases from RedRok, Licensee agrees to pay all fees, charges, and other amounts as specified in the Order Form, starting from the invoice date. All fees are non-refundable unless explicitly stated otherwise in this Agreement.

3.3 Taxes: Licensee is responsible for all applicable taxes related to transactions under this Agreement, including but not limited to federal, state, and local sales taxes, levies, assessments, and local withholding taxes in Licensee's jurisdiction. This excludes taxes based on RedRok's income.

3.4 Withholding Taxes: If Licensee is required to withhold taxes from its payment, or if withholding taxes are subsequently required by a local taxing authority, Licensee is obligated to pay such taxes. In these cases, RedRok will receive the net amount as agreed in the Order Form, after deduction of these taxes. Licensee shall provide RedRok with written evidence of any withholding tax payments made.

3.5 Net Payments: In all cases, RedRok shall receive the full amount specified in the Order Form, net of any applicable taxes or withholdings.

4. LIMITED WARRANTY

4.1 Software Warranty: RedRok warrants that for 90 days following initial delivery, the Software will materially conform to the applicable Documentation. This warranty excludes third-party components or services. If the Software fails to meet this warranty, RedRok will, at no additional cost, use commercially reasonable efforts to rectify the non-conformity. Licensee shall provide RedRok reasonable opportunity and assistance to address any defects. If RedRok cannot restore functionality, Licensee may terminate the applicable Order Form and receive a pro-rata refund of fees paid. These remedies are Licensee's sole recourse for breach of this warranty.

4.2 Disclaimer: RedRok DOES NOT GUARANTEE THAT THE SOFTWARE WILL DETECT ALL SECURITY VULNERABILITIES, PREVENT ALL SECURITY BREACHES, OR OPERATE_WITHOUT INTERRUPTION OR ERROR. EXCEPT AS STATED ABOVE, RedRok MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF_MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RedRok DOES NOT WARRANT THAT ALL CYBER THREATS WILL BE DETECTED OR THAT FALSE POSITIVES WILL NOT OCCUR. THE SOFTWARE IS A TOOL TO ASSIST IN CYBERSECURITY EFFORTS BUT IS NOT A SUBSTITUTE FOR PROFESSIONAL CYBERSECURITY PRACTICES AND HUMAN OVERSIGHT.

LIMITATION OF LIABILITY

5.1 Exclusion of Certain Damages: NEITHER PARTY SHALL BE LIABLE FOR LOST REVENUES, DATA BREACHES, SYSTEM DOWNTIME, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF AWARE OF THEIR POSSIBILITY. THIS INCLUDES ANY DAMAGES RESULTING FROM UNDETECTED VULNERABILITIES OR SECURITY BREACHES.

5.2 Liability Cap: EXCEPT AS NOTED BELOW, NEITHER PARTY'S LIABILITY SHALL EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY LICENSEE TO RedRok UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS CAP DOES NOT APPLY TO: (I) VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (II) A PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (III) BREACHES OF CONFIDENTIALITY RELATED TO SENSITIVE CYBERSECURITY INFORMATION.

5.3 Acknowledgment: LICENSEE ACKNOWLEDGES THAT THE FEES CHARGED BY RedRok REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RedRok WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

6. USAGE LIMITATIONS

6.1 Usage Monitoring and Verification:

Licensee acknowledges that the Software may automatically track and/or enforce its Usage Limitations. To ensure compliance:

a) Upon RedRok's written request, not exceeding bi-annually, Licensee shall provide a signed certification confirming adherence to the Agreement's usage terms.

b) RedRok reserves the right to audit Licensee's Software usage. Such audits will be:

   - Conducted at RedRok's expense

   - Scheduled with at least ten days' notice

   - Performed during Licensee's normal business hours

   - Executed to minimize disruption to Licensee's operations

Licensee agrees to facilitate these audits by providing access to relevant records, deployment information, and usage data.

6.2 Excess Usage:

If Licensee's usage exceeds the stipulated Usage Limitations:

a) RedRok will notify Licensee of the overage.

b) Following a reasonable notification period, Licensee shall be liable for excess usage fees.

c) Fees for excess usage will be charged at RedRok's then-current rates or as specified in the Order Form.

d) This liability for excess usage is not subject to the limitation on liability in Section 5.2 of this Agreement.

6.3 Security Implications:

Licensee understands that exceeding Usage Limitations may:

a) Compromise the cybersecurity product's effectiveness

b) Potentially expose Licensee's systems to increased security risks

c) Affect the performance and accuracy of the Software

Prompt resolution of any excess usage is critical for maintaining optimal security posture and compliance with the license terms.

7.   **CONFIDENTIALITY**

7.1 Definition and Protection of Confidential Information:

"Confidential Information" includes:

a) Information designated in writing as confidential or proprietary

b) Information that a reasonable person in the cybersecurity industry would recognize as confidential

Protection of Confidential Information:

a) Each party agrees not to disclose the other's Confidential Information to third parties without prior written consent

b) Use of Confidential Information is restricted to purposes related to this Agreement

c) Each party is responsible for its agents' and employees' compliance

d) Confidential Information must be protected with at least the same degree of care used for the receiving party's own confidential information, but no less than reasonable care

e) The terms and pricing of this Agreement are considered Confidential Information

Breach Notification:

The receiving party must promptly notify the disclosing party of any actual or potential breach and cooperate in enforcing the disclosing party's rights.

7.2 Exclusions from Confidential Information:

Information is not considered Confidential if it:

a) Was known prior to disclosure, without confidentiality obligations

b) Is received from a third party without confidentiality obligations

c) Becomes publicly available through no fault of the receiving party

d) Is independently developed without use of the disclosing party's Confidential Information

7.3 Required Disclosures:

If disclosure is required by law, regulation, or legal process:

a) The receiving party must provide prior written notice to the disclosing party, if legally permitted

b) Disclosure should be limited to what is legally required

c) The receiving party should assist the disclosing party in contesting or limiting the disclosure, if requested

7.4 Specific to Cybersecurity Context:

a) Vulnerability information discovered through the use of the Software is considered Confidential Information

b) Threat intelligence data generated or shared is subject to these confidentiality provisions

c) Customer's network architecture and security posture details are treated as Confidential Information

d) RedRok's proprietary algorithms and methodologies are Confidential Information

7.5 Duration:

Confidentiality obligations persist for 3 years after termination of this Agreement, except for trade secrets, which remain confidential for as long as they qualify as trade secrets under applicable law.

TERM & TERMINATION

8.1 Renewal:

The License Term (or Maintenance and Support Term for perpetual licenses) automatically renews for one year at the rate specified in the Order Form unless:

a) The Order Form indicates otherwise

b) Either party provides written notice of non-renewal at least 30 days before the renewal date

8.2 Renewal Terms:

a) Renewals will be invoiced at the rate indicated on the applicable Order Form

b) RedRok reserves the right to modify rates, charges, and usage policies for any renewal term

c) New charges may be introduced for subsequent License Terms

d) Any changes will be communicated in writing (including email) at least 60 days before the current term ends

8.3 Termination Conditions:

This Agreement or an Order Form may be terminated:

a) By either party if the other party is declared bankrupt, or if a bankruptcy petition is not discharged within 60 days of filing

b) By either party if the other materially breaches this Agreement and fails to remedy the breach within 30 days of written notice

8.4 License Termination:

a) Licensee's right to use the Software ends upon expiration of the applicable License Term

b) Upon termination by RedRok's, all licenses are revoked immediately

8.5 Post-Termination Obligations:

a) Licensee must cease all use of the Software upon termination

b) Within 30 days, Licensee must certify in writing that all copies of the Software have been destroyed or returned

c) Termination does not relieve Licensee of the obligation to pay all accrued or due fees

8.6 Survival:

Provisions of this Agreement that are intended to survive termination shall remain in effect

8.8 Data Handling Post-Termination:

a) RedRok will retain Licensee's data for 90 days post-termination, after which it will be securely deleted

b) Licensee may request a copy of their data within this 90-day period.

c) Certain anonymized threat intelligence data may be retained by RedRokf or ongoing threat analysis and product improvement.

INDEMNIFICATION

9.1 If the Software becomes or is likely to become subject to an infringement claim, RedRok will, at its discretion:

a) Obtain the right for Licensee to continue using the Software

b) Replace or modify the Software to be non-infringing while maintaining equivalent functionality

c) If options (a) and (b) are not feasible, terminate Licensee's rights to the infringing Software and provide a pro-rata refund of prepaid fees.

THIS REMEDY IS LICENSEE'S SOLE AND EXCLUSIVE RECOURSE FOR ANY ALLEGED INFRINGEMENT BY THE SOFTWARE.

9.2 Indemnification by Licensee:

Licensee will indemnify, defend, and hold RedRok harmless from third-party claims arising from:

a) Licensee's use of the Software in violation of applicable law

b) Licensee's breach of representations and warranties in Sections 2.7 and 11.4 of this Agreement

c) Misuse of the Software leading to unauthorized access or data breaches of third-party systems

9.3 Indemnification Process:

a) The indemnified party must promptly notify the indemnifying party of any claim.

b) The indemnifying party has sole control over the defence and settlement of the claim.

c) The indemnified party must reasonably cooperate in the defence and provide timely information.

9.4 Limitation:

Neither party's indemnification obligations extend to consequential, indirect, or punitive damages claimed by a third party.

9.5 Cybersecurity-Specific Indemnification:

a) RedRok does not indemnify for security breaches or data losses resulting from Licensee's failure to implement recommended security measures or apply provided patches/updates

b) Licensee indemnifies RedRok for any claims arising from Licensee's use of the Software to access or test third-party systems without proper authorization.

9.6 Mitigation:

Both parties agree to take reasonable steps to mitigate any potential damages related to any indemnification claim.

10. **TECHNICAL SUPPORT AND PROFESSIONAL SERVICES**

10.1 Maintenance and Support Services:

The specific maintenance and support program selected by Licensee will be detailed in the applicable Order Form. These services are subject to RedRok's maintenance and support policy, available at support@redrok.io

10.2 Product-Related Professional Services:

a) Software Installation and Configuration: Unless specified otherwise in an Order Form or Statement of Work (SOW), Licensee is responsible for installing and configuring all Software.

b) Additional Services: RedRok may provide professional services such as:

  - Installation and configuration assistance

  - Security consulting

  - Cybersecurity training

  - Vulnerability assessments and penetration testing

  - Incident response planning

c) Service Agreement: These services will be specified in an Order Form or separate SOW and invoiced upon execution.

d) Changes to SOW: All modifications to an SOW must be approved in writing by both parties.

e) Staffing: RedRok has sole discretion in staffing and may use subcontractors, remaining responsible for their performance.

f) Deliverables License: Licensee receives a non-exclusive, non-transferable license to use deliverables upon full payment.

g) Ownership: RedRok retains ownership of pre-existing property and independently developed work.

11. **GENERAL PROVISIONS**

11.1 Governing Law and Jurisdiction:

(a) For North American customers: This Agreement is governed by Delaware law.

(b) For customers outside North America: This Agreement is governed by the laws of [TEL AVIV, ISRAEL.

(c) Each party submits to the jurisdiction of the relevant state and federal courts for dispute resolution, waiving objections to venue and personal jurisdiction.

11.2 Entire Agreement: This Agreement and accompanying Order Form(s) constitute the complete understanding between parties, superseding all prior agreements.

11.3 Modifications: Any changes to this Agreement or Order Forms require written consent from both parties.

11.4 Severability: If any provision is deemed invalid or unenforceable, it doesn't affect other provisions. The Agreement will be interpreted as if the invalid provision never existed.

11.5 Assignment: Licensee may not assign rights or obligations without RedRok's prior written consent.

11.6 Successors and Assigns: Subject to 11.5, this Agreement binds and benefits the parties and their successors and permitted assigns.

11.7 No Waiver: Failure to enforce any right or remedy doesn't waive that right or remedy for future occurrences.

11.8 No Third-Party Beneficiaries: This Agreement doesn't confer rights or benefits to any third parties, including Licensee's clients or employees.

11.9 Headings: Section headings are for reference only and don't affect the Agreement's interpretation.

11.10 Order of Precedence: Order Form terms supersede conflicting Agreement terms, but only for that specific Order Form.

11.11 Counterparts: This Agreement may be executed in multiple counterparts, each considered original, together forming one instrument.

11.12 Cybersecurity-Specific Provisions:

(a) Compliance with Cybersecurity Laws: Licensee agrees to comply with all applicable cybersecurity and data protection laws.

(b) Security Incident Notification: Parties agree to promptly notify each other of any security incidents that may affect the Software or Licensee's systems.

(c) Ethical Use: Licensee commits to using the Software only for lawful cybersecurity purposes.

(d) Continuous Monitoring: RedRok's may continuously monitor Software usage to detect potential security threats or misuse.

11.13 Export Compliance: Licensee agrees to comply with relevant export control regulations in using the Software.

11.14 Survival: Provisions related to confidentiality, intellectual property, and liability limitations survive termination of this Agreement.

11.2 Export. Each party acknowledges that the export, re-export, deemed export, and import of the Software and Documentation by Customer and RedRok is subject to certain laws, rules, executive orders, directives, arrangements, and regulations of the United States and of other countries. Each party agrees to comply with all applicable laws with respect to the exportation, importation, and use of the Software and Documentation.

11.3 *Personal Data*. To the extent that RedRok processes personal data about any individual in the course of providing the Software or Service, Customer agrees to RedRok's Privacy policy, located at: https://redrok.io/privacy

11.4 Data Privacy. Customer represents and warrants that Customer has obtained all necessary rights to permit RedRok to collect and process data from Customer, including, without limitation, data from endpoints, servers, cloud applications, and logs.

11.5 *Injunctive Relief*. Notwithstanding any other provision of this Agreement, both parties acknowledge that any breach of this Agreement may cause the other party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, the parties agree that, in addition to any other remedy to which a party may be entitled hereunder, at law or equity, each party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

11.6 *Relationship of the Parties*. RedRok and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

11.7 Force Majeure

Neither party shall be liable for inadequate performance or failure to perform any obligation under this Agreement if such inadequacy or failure is due to conditions beyond the party's reasonable control. Such conditions may include, but are not limited to:

a) Natural disasters

b) Acts of war or terrorism

c) Riots or civil unrest

d) Global health crises or pandemics

e) Governmental actions or interventions

f) Cyberattacks or widespread network failures not attributable to the party

This clause does not apply to:

a) Payment obligations

b) Mere economic hardship

To invoke this clause, the affected party must:

a) Promptly notify the other party of the force majeure event

b) Continue to use commercially reasonable efforts to mitigate the impact and resume performance

c) Provide regular updates on the situation and recovery efforts

11.9 No Reliance on Future Developments

Licensee acknowledges and represents that:

a) Its decision to execute this Agreement and purchase the Software is based solely on the current features, functionalities, and performance of the existing Software version.

b) It has not relied on any representations, whether written or verbal, regarding:

  i) The availability of any future version of the Software

  ii) Any future products or services not explicitly mentioned in this Agreement

  iii) Any features or capabilities not present in the current version of the Software

c) It understands that the cybersecurity landscape is rapidly evolving, and while RedRok strives to enhance its products continuously, no specific future developments are guaranteed.

d) Any discussions about potential future developments, including product roadmaps or planned features, are for informational purposes only and do not constitute a commitment by RedRok.

e) Licensee's rights and RedRok obligations are limited to the current version of the Software as described in this Agreement and the accompanying Documentation.

11.10 *Notices.* Unless specified otherwise herein, (i) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact,

and (ii) notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by email. When sent by email, notices to RedRok must be sent to notices@ RedRok.com.

11.11 *Publicity*. Customer acknowledges that RedRok may use Customer's name and logo for the purpose of identifying Customer as a customer of RedRok products and/or services. RedRok will cease using Customer's name and logo upon written request.

11.12 *Compliance with Law*. Each party agrees to comply with all applicable federal, state and local laws and regulations including but not limited to export law, and those governing the use of network scanners, vulnerability assessment software products, encryption devices, user monitoring, and related software in all jurisdictions in which systems are scanned, scanning is controlled, or users are monitored.