

# Please read these terms and conditions

This is a legal binding agreement ("Agreement") between yourself (the "Customer") and Ridge Security Technology Inc. ('Ridge Security"). Customer accepts this Agreement by clicking an "agree" or similar button, where this option is provided by Ridge Security, or if Customer installs, uses or access the Platform or any part of the Platform. Customer's agreement to these terms also binds its authorized users, company or organization. If you do not agree to the terms of this Agreement, do not accept it.

#### 1 INTRODUCTION

- 1.1 Access to Ridge Security's automated penetration testing platform and any other material (whether written or oral), products, deliverables, reports and/or services provided by Ridge Security under this Agreement (collectively, the "Platform") is provided to Customer subject to the terms of this Agreement. This Agreement forms a legally binding contract between Customer and Ridge Security in relation to Customer's use of the Platform.
- 1.2 Customer may not use the Platform and may not accept the Agreement if it is an entity barred from receiving the Platform under the laws of the State of United States or other

countries including the country in which Customer is a resident or from which Customer uses the Platform.

1.3 If Customer is agreeing to be bound by this Agreement on behalf of its employer or other entity, Customer represents and warrants that it has full legal authority to bind its employer or such entity to this Agreement. If Customer does not have the requisite authority, it may not accept the Agreement or use the Platform on behalf of its employer or other entity.

#### 2 LICENSE GRANTING

- 2.1 Subject to Customer's compliance with the terms and conditions of this Agreement and any technical guidelines as will be provided by Ridge Security, Ridge Security hereby grants Customer a non-exclusive, non-transferable limited license to install and use the Platform for the sole purpose of conducting the Customer internal cyber security testing in Customer's organizations within the number of active IPs and web servers detailed in the License Certificate provided to the Customer (the "License Certificate"). Use of the Platform for any other purpose shall require Ridge Security's prior written consent and shall be subject to such terms (including pricing) to be separately agreed.
- 2.2 Customer shall not make any copies of the Platform and is expressly prohibited from providing the Platform or any portion thereof, or access thereto, to any third party, except as otherwise agreed to by Ridge Security in writing.

2.3 Customer is solely responsible for providing equipment, infrastructure, servers and all third-party software and licenses required for running the Platform. Customer is responsible for all fees charged by third parties related to its use of the Platform. If any IP addresses, hosts, facilities or web applications are owned or hosted with a service provider or other third party, it will be necessary for Customer to obtain permission from that party before using the Platform in writing or through email. Customer hereby represents and warrants that it has or will obtain prior to using the Platform any authorizations and consents required in order to use the Platform and shall, if requested by Ridge Security, provide written evidence of such consent to Ridge Security.

2.4 Ridge Security may make modifications, additions and upgrades to the Platform, as it deems necessary. The terms of this Agreement will apply to any updates that Ridge Security may make available to Customer unless the update is accompanied by a separate license, in which case the terms of that license will govern. Customer agrees that updates may require it to change or update its systems, and may affect its ability to use, access or interact with the Platform.

# 3 BETA AND TRIAL USE

Beta versions of Ridge Security products may contain bugs, errors, or other issues. Therefore, they may not be used in the Customer's production environment(s) unless otherwise permitted by Ridge Security in writing. If we provide The Customer access to generally-available Ridge Security products for limited, temporary trial use, The Customer use is permitted for the period limited by the license key or by Ridge Security in writing. If there is

no period identified, any trial use will expire thirty (14) days after the product is made available to The Customer. If the Customer fail to stop using it by the end of the trial period, The Customer will be invoiced for the list price of the product. Notwithstanding the foregoing, Ridge Security, in its discretion, may end the beta or trial at any time, at which point The Customer will no longer have access to any related data, information, and files and the Customer should immediately cease any further use. Furthermore, beta and trial products are provided "AS-IS" without support or any express or implied warranty or indemnity for any problems or issues, and Ridge Security will not have any liability relating to the Customer use of the Ridge Security products.

#### 4 TERMINATION OF LICENSING

- 4.1 Except in the event of a Free Trial, the term of this Agreement shall be set in the License Certificate (the "Initial Term"). Prior to the expiration date of the current term, the Customer shall renew the License with Ridge Security otherwise the Platform will not be operational. Both the Initial Term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.
- 4.2 Ridge Security may terminate this Agreement immediately upon written notice to Customer if Customer have materially breached this Agreement.
- 4.3 Upon termination, all rights and obligations pursuant to this Agreement including any licenses shall immediately terminate, except for any provisions of this Agreement that are

intended by their nature to survive termination, including Sections 3 ("Termination of Licensing"), 4 ("Restriction on use"), 5 ("Copyright infringement/ Intellectual property") 6 ("Confidential Information"), 7 ("Disclaimer of Warranties"), 8 ("Limitations on Liability") and 9 ("General") hereunder, which shall survive the expiration or termination of this Agreement.

### 5 COPYRIGHT INFRINGEMENT/INTELLECTUAL PROPERTY

- 5.1 All right, title and interest (including any and all intellectual property rights) in the Platform and any improvements and enhancements thereto shall at all times remain with Ridge Security and/or its suppliers and no rights in the Platform or under any Ridge Security intellectual property rights is granted to Customer except as explicitly provided in Section 2 above.
- 5.2 Customer shall not and shall not permit any third party to: (a) engage in, cause, or permit the reverse engineering, disassembly, decompilation or any similar manipulation or attempt to discover the source code of the Platform or any part thereof; (b) bypass, alter, or tamper with any security or lockout features of the Platform; (c) create any derivative work or translation of the Platform.
- 5.3 Nothing in this Agreement gives Customer a right to use any of Ridge Security's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.
- 5.4 Customer hereby agrees to provide Ridge Security with feedback concerning the functionality and performance of the Platform, from time to time, as reasonably requested by

Ridge Security, including, without limitation identifying potential errors, enhancements and improvements. Any feedback, suggestions, ideas or other inputs that Customer provides Ridge Security in connection with the Platform may be freely used by Ridge Security to improve or enhance its products and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by Customer as aforesaid, shall vest solely with Ridge Security.

### 6 RESTRICTIONS ON USE

- 6.1 Customer agrees to use this Platform solely to perform internal security tests for their own organizations. The set targets for such security test including but not limited to networks, assets, IPs, servers, web application shall be wholly owned by the Customer. Customer agrees to use the Platform's services to make only legitimate actions. Customer agrees to not abuse the Platform. "Abuse" includes, without limitation, using the Platform to:
- 6.1.1 Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.
- 6.1.2 Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- 6.1.3 Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.

- 6.1.4 Omit or misrepresent the origin of, or rights in, any file Customer download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trade-mark.
- 6.1.5 Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information, moreover, provide Ridge Security's proprietary information to any 3rd party (including: business entities, vendors, integrators etc.).
- 6.1.6 Launch, participate, direct or attempt any attacks toward unauthorized targets or targets outside of the Customer's organizations, or targets of any 3rd parties using the Platform.
- 6.1.7 Use the Platform externally, either allow any 3rd party use or control the software or conduct security tests on any targets outside of the Customer's organization.
- 6.1.8 Make the functionality available to third parties, whether as an application service provider, or on an outsourcing, membership or subscription, rental, service bureau, cloud service, managed or hosted service, or another similar basis.

## 7 CONFIDENTIAL INFORMATION

Customer acknowledges and agrees that the Platform was developed at considerable time and expense by Ridge Security and contains valuable trade secrets and confidential information of Ridge Security. Accordingly, Customer agrees to maintain the confidentiality of any proprietary information received by Customer during, or prior to entering into, this

Agreement, including, without limitation, the Platform and any know-how disclosed by Ridge Security, trade secrets and other proprietary information, that Customer should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information and all other information obtained during the use of the Platform as permitted hereunder ("Confidential Information"). The restriction herein shall not apply to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of Customer. Customer agrees not to use said Confidential Information for any purpose except as necessary to fulfill the Customer obligations and exercise your rights under this Agreement. Customer shall protect the secrecy of and avoid disclosure and unauthorized use of Ridge Security's Confidential Information to the same degree that it takes to protect your own confidential information and in no event less than reasonable care.

### **8 DISCLAIMER OF WARRANTY**

8.1 Customer understands that the Platform may use various methods and software tools to probe network resources for security-related information and to detect actual or potential security flaws and vulnerabilities. Customer authorizes Ridge Security through the Platform to perform such security services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the security services or otherwise approved by Customer from time to time). Furthermore, Customer acknowledges that use of the Platform could possibly result in service interruptions or degradation regarding its systems and accept those risks and consequences. WITHOUT DEROGATING FROM THE AFORESAID, THE PLATFORM IS

PROVIDED "AS IS". RIDGE SECURITY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE PLATFORM, WHETHER EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, OR FROM A COURSE OF DEALING INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO INFORMATION OR ADVICE GIVEN BY RIDGE SECURITY OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY REPRESENTATION OR WARRANTY.

8.2 Customer understands that use of the Platform does not constitute any guarantee or assurance that security of its systems, networks and assets cannot be breached or are not at risk. Use of the Platform is an assessment, as of a particular date. Furthermore, Ridge Security is not responsible for updating its Platform including any reports and assessments provided as part of the Platform, or enquiring as to the occurrence or absence of such, in light of subsequent changes to its systems, networks and assets after the date of use of the Platform.

## 9 LIMITATION OF LIABILITY

IN NO EVENT SHALL RIDGE SECURITY OR ANYONE ON ITS BEHALF BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OR DAMAGES TO GOODWILL, IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE CAUSE AND WHETHER ARISING

IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF RIDGE SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL RIDGE SECURITY'S TOTAL AND AGGREGATE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING WITHOUT LIMITATION CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO RIDGE SECURITY HEREUNDER IN THE 12 MONTHS PRECEDING SUCH CLAIM.

#### 10 GENERAL

- 10.1 No agency, partnership, joint venture or employment relationship is or shall be created by virtue of this Agreement.
- 10.2 Ridge Security may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.
- 10.3 Ridge Security may make changes to the Agreement as it distributes new versions of the Platform. When these changes are made, Ridge Security will make a new version of the Agreement available on the website where the Platform is made available.
- 10.4 If this Agreement is with Ridge Security Inc., it shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to its conflict

of law principles. All actions, suits or proceedings under or related to this Agreement shall be adjudicated in the courts of Santa Clara, California, and the Parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

10.5 All notices permitted or required hereunder shall be in writing and shall be sent by facsimile, or personal delivery at the facsimile number, or address as either Party may specify. Notices sent to Ridge Security shall be addressed to Ridge Security Inc. 2010 El Camino Real PMB 3017, Santa Clara, CA and to Customer's address as provided by it, or to the address otherwise designated from time to time in writing by the Parties. Any notices provided will be deemed as being received on the date of transmission of facsimile, e-mail, or personal delivery unless given outside normal business hours in which case such notice shall be deemed as being given on the next business day, provided that if any such notice fails to reach Customer because the information provided by it or on its behalf to Ridge Security is not accurate or up to date, notice shall be deemed sufficiently delivered on the date it was sent.

Should Customer have any questions concerning this Agreement, or if Customer desires to contact Ridge Security for any reason, please direct all correspondence to Ridge Security Support (support@ridgesecurity.ai).

1 ANNEX A

2 SERVICE LEVEL AGREEMENT (SLA)

Support Services: Ridge Security will provide the following Support Services:

In response to customer's report of any technical problem in the accessibility or performance of a function or component of the Service which is under Ridge Security's control (a "Problem"), Ridge Security will make reasonable efforts to provide a fix, work-around, an update or such other solution to such Problem, all at Ridge Security's discretion. Each report of a Problem must be accompanied by information sufficient to enable Ridge Security to verify and resolve the Problem.

Support Services will be provided in accordance with the priority levels and response times set forth below. "Response Time" means that Ridge Security will, within the timeframes listed below, report back to the customer with an assessment or evaluation of the Problem. After responding to customer, Ridge Security will, taking into consideration the relevant "Priority Level", aim to provide a solution as quickly as reasonably possible. The Priority Level will be determined by Ridge Security at its discretion.

The email address for requesting support is: <a href="mailto:support@ridgesecurity.ai">support@ridgesecurity.ai</a> (mailto:support@ridgesecurity.ai )

# **Priority Level**

Response Time

**Critical Level Problem**—unavailability of the Service.

Response within an average of 8 hours via telephone or e-mail.

**High Level Problem**—Service is working, but entire functionalities of the Service are unavailable.

Response within an average of 12 hours via telephone or e-mail.

**Low Level Problem**—Problem with little or no influence on the Service functionality, or a request for information or "How To" question.

E-mail response within 48 hours.



https://ridgesecurity.ai/terms-and-conditions/