

# REDSHIELD TRIAL SERVICE TERMS



## 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Trial Request:** These terms apply to the request made by the Customer for certain Trial Services. The request forms part of the agreement formed for the Trial Services (**Trial Customer Agreement**). If the request, conflicts with these terms, these terms will take precedence.
- 1.2 **Definitions:** In this Trial Customer Agreement, unless the context indicates otherwise:
- Assets** means, in relation to Trial Scanning Services, applications or devices such as fully-qualified domain names, website URLs, and IP addresses;
- Background Materials** means, in relation to a party, any software, documents, data, designs, information or other materials (in any form, including hard copy and electronic form, human-readable and otherwise) which have been developed or acquired by or on behalf of that party prior to this Trial Customer Agreement or not specifically pursuant to this Trial Customer Agreement (but not including any which have been acquired from the other party);
- Front Sheet** means the front sheet attached to the front of these Services Terms;
- Generated Configurations** means the rules and investigative vulnerability tool that operate in combination with the Software in order to provide the full commercial offering of the RedShield Cloud Shielding Service (as opposed to the trial version);
- Intellectual Property** means trade marks, rights in domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers, and benefits in respect of the same;
- i-rules** means the F5 Networks, Inc. associated proprietary programming language;
- RedShield** means, where the client is in: (a) New Zealand, RedShield Security Limited; (b) Australia, RedShield Securities Australia Pty Limited; (c) United States of America: RedShield Security US LLC; and (d) in Europe and UK, RedShield Security UK Limited;
- RedShield Cloud** means the internet-based cloud computing environment operated and used by RedShield to provide the Trial Services;
- Reverse Engineer** means any attempt (whether successful or not) to translate, reverse engineer, decompile, disassemble, or create derivative works of the Software (including any generated configurations) whether by:
- defeating, avoiding, by-passing, removing, or otherwise circumventing software protection mechanisms;
  - deriving the source code or underlying ideas, algorithms, structure or organisation of the Software; or
  - any other means similar or designed with the same underlying intent;
- Software** means the proprietary software owned (or licensed) by RedShield to provide the Trial Services, as modified and/or updated by RedShield (or any third-party provider) from time to time.
- Trial Scanning Services** means RedShield's Vulnerability Intelligence scanning service for the scanning and reporting of IT security vulnerabilities (identified as part of such scanning services), as more particularly described in Schedule 1 (if relevant); and
- Trial Shielding Services** means RedShield's service that manages and deploys application security policies using i-rules, and the RedShield Cloud but does **not** include any Generated Configurations, and more particularly described in the Schedule 1 (if relevant); and
- Trial Services** means the Trial Scanning Services and/or Trial Shielding Services identified in the Front Sheet and more particularly set out in Schedule 1.

## 2 TRIALSERVICES

- 2.1 **Provision of Services:** RedShield will provide the Trial Services for the Trial Period to the Customer in accordance with this Trial Customer Agreement. The Customer acknowledges and accepts that the Trial Services (and the full commercial services that they are based on) are a risk management tool only and do not guarantee the prevention of network intrusion, attack, or compromise or detection of security issues.
- 2.2 **Set-Up:** In respect of all set-up related Trial Services, the Customer acknowledges and accepts that:
- 2.2.1 the Customer must answer all questions accurately and not withhold any material information (including any vulnerability information where Customer requests RedShield to analyse such information);
- 2.2.2 any delay in responding to, or participating in, set-up queries or processes may delay the date that Trial Shielding Services are available; and
- 2.2.3 where the Customer requests a truncated set-up process because of urgent business needs that not all items typically covered off in set-up may be covered, and accordingly vulnerabilities may arise.
- 2.3 **Trial Shielding Services:** In respect of any Trial Scanning Services, the Customer acknowledges and accepts that:
- 2.3.1 it will be required to provide certain information in order to assist RedShield to configure the Trial Shielding Service;
- 2.3.2 the Trial Service does not use Generated Configurations and has not been through a full-implementation, and that attaining optimal mitigation in respect of shielding is an iterative process over time; and
- 2.3.3 as part of undertaking the Trial Shielding Services, RedShield and/or the Customer may direct malicious traffic at the applications being subjected to the Trial Shielding Services, and that in doing so, the Trial Shielding Services may not shield against all or some of that traffic.

- 2.4 **Trial Scanning Services:** In respect of any Trial Scanning Services:
- 2.4.1 the Customer warrants that it owns all Assets being subjected to Trial Scanning Services; and
- 2.4.2 the Customer acknowledges that it will be required to provide certain information in order to configure the Trial Scanning Services and will also be required to whitelist RedShield IP addresses for the purposes of test scans; and
- 2.4.3 RedShield will determine the scan frequency of the Trial Scanning Services.

## 3 THE CUSTOMER'S RESPONSIBILITIES

- 3.1 **Obligations:** The Customer will:
- 3.1.1 provide, at its own expense, all systems, infrastructure (including internet and other network connections), and resources reasonably required to receive the benefit of the Trial Services;
- 3.1.2 immediately upon becoming aware, inform RedShield if there is, or if the Customer suspects that there is, a security breach in relation to the Customer's use of the Trial Services or in respect of the applications or Assets that are subject to the Trial Services;
- 3.1.3 comply with all reasonable operating, management, and/or control processes notified in writing by RedShield from time to time in respect of the Trial Services;
- 3.1.4 not use the Trial Services in a way that may damage, disable, overburden, or impair either the Trial Services, networks connected to the Trial Services, or the RedShield Cloud;
- 3.1.5 be solely responsible for the security and for the back-up of its own software and data and keep full and up-to-date copies of its software and data; and
- 3.1.6 not Reverse Engineer the Software (or any part of the Software) or encourage or permit anyone else to do anything similar.

## 4 LIABILITY

- 4.1 **Warranty Exclusion:** Except as expressly set out in this Trial Customer Agreement, no conditions, warranties or other terms apply to the Trial Services, any deliverables, the Software or to anything else supplied under this Trial Customer Agreement. In particular, no implied conditions, warranties or other terms relating to satisfactory quality or fitness for any particular purpose will apply to anything supplied under this Trial Customer Agreement. RedShield does not warrant that the Trial Services, Software or access to or use of any deliverable will be uninterrupted or entirely error-free.
- 4.2 **Exclusions:** Nothing expressed or implied in this Trial Customer Agreement will confer any liability on RedShield in respect of any:
- 4.2.1 indirect, consequential or special loss, damage, cost or expense suffered or incurred by the Customer as a direct or indirect result of a breach by RedShield of any of its obligations under this Trial Customer Agreement;
- 4.2.2 any loss of profits, loss of revenue or loss of data (in each case whether such loss is direct or indirect) by the Customer; or
- 4.2.3 loss, damage, cost or expense suffered or incurred by the Customer, to the extent to which this results from any act or omission by that other party in breach of this Trial Customer Agreement.
- 4.3 **Cap:** Notwithstanding any contrary provision contained in this Trial Customer Agreement, the maximum liability of RedShield to the Customer under or in connection with this Trial Customer Agreement (whether in contract, tort or otherwise) will be \$1,000.

## 5 INTELLECTUAL PROPERTY

- 5.1 **Background Materials:** The Customer and RedShield will each retain ownership of their respective Background Materials (including any Intellectual Property in them) and nothing in this Trial Customer Agreement will transfer any rights in or to their respective Background Materials (or any Intellectual Property in them).
- 5.2 **Developed Intellectual Property:** If any new Intellectual Property is developed in the course of RedShield carrying out its obligations under this Trial Customer Agreement, RedShield will own that developed Intellectual Property from the date the Intellectual Property is created or developed, except that nothing in this Trial Customer Agreement will give RedShield ownership of Customer's Background Materials.
- 5.3 **License by Customer:** The Customer hereby grants to RedShield a limited, non-exclusive, royalty-free license to reproduce and use any Background Materials that the Customer provides or makes available to RedShield under this Trial Customer Agreement for the purpose of providing the Services and performing its other obligations under this Trial Customer Agreement.

## 6 GENERAL

- 6.1 **Assignment:** Customer will not assign its rights or obligations under this Trial Customer Agreement without the prior written consent of both RedShield. Any change in control of Customer will be deemed to be an assignment under this clause 6.1.
- Governing Law and Jurisdiction:** This Trial Customer Agreement is governed by: where the client is in: (a) United States of America: the laws of the state of California and the parties submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California in respect of all matters relating to this Trial Customer Agreement; and (b) in Europe and UK, the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of all matters relating to this Trial Customer Agreement; (c) Australia, the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the state and federal courts located in New South Wales in respect of all matters relating; (d) All other locations, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Trial Customer Agreement.