



## END USER LICENCE AGREEMENT

September 2018  
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## REDSOCKS END USER LICENSE AGREEMENT

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This REDSOCKS END USER LICENSE AGREEMENT (“EULA”) is a legal agreement between RedSocks Security B.V., Laan van Nieuw-Oost Indië 133f, 2593 BM Den Haag, The Netherlands (hereinafter: “**RedSocks**”), and You/ You, for use of RedSocks software and the initialization of the services and any other service provided by RedSocks (“RedSocks Appliance”).

### DEFINITIONS

“**You** or “**Your**” or “**You**” refers to an individual or entity that has executed this Agreement and ordered RedSocks Software and/or services from RedSocks or its authorized resellers or distributors.

“**Agreement**” is legal agreement between RedSocks and You, for use of the RedSocks software and the services.

An employee or other agent, including a reseller or contractor which installs or registers Appliance, of this entity, must be a representative of the entity and must accept this Agreement on behalf of the entity before the Appliance may be used. Please print this Agreement and save a copy electronically.

“**Affiliate**” means any entity which You own or control, directly or indirectly, or, as applicable, any parent company owns or controls, as well as any of companies which the parent company controls. For purposes of this definition, “control” means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity.

“**Appliance**” means the Hardware, the Software and the related Documentation. Software, Hardware and services are identified in the transaction documents and the initialization of the services, and may include associated media, printed materials, and Documentation.

“**Documentation**” means explanatory materials in printed, electronic or online form that accompany the Appliance.

“**Software**” means the software owned by RedSocks Security B.V., addresss: Laan van Nieuw-Oost Indië 133f, 2593 BM Den Haag, The Netherlands and consisting in (Virtual) Probe software and including any Updates or Upgrades.

“**Update**” means an update to the detection data or software made available to You at RedSocks sole discretion from time to time, but excluding any updates marketed and licensed for a separate fee.

“**Upgrade**” means any enhancement or improvement to the functionality of the RedSocks Software made available to You at RedSocks sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed for a separate fee.

“**User**” means an employee, independent, consultant or other individual of Your entity who uses or have access to or benefits from the Appliance licensed to you.

## Preamble

The **Appliance** may only be used in connection with each other and may not be used separately. The Appliance is further specified in the product specification which is provided together with the Appliance and any update or upgrade thereof. The warranty and support of the RedSocks Hardware are stated in the Dell's Customer Master Services Agreement as set forth at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts) ("**CMSA**").

At its sole discretion RedSocks may also deliver the Software for use in a virtualisation environment such as VMware or Hyper-V. In this case the Appliance (for this case also referred to as "**Virtual Appliance**") shall consist of the Software together with the virtualisation hardware and resources as designated by the You. RedSocks provides no warranty or support on this hardware, and only provides support on the Virtual Appliance in so far as the environment is configured by, or in accordance with, RedSocks specifications. Where reference is made to the "(Virtual) Appliance" both the Virtual Appliance and the Appliance are intended to be indicated, depending on which version(s) of the Software You are entitled to.

**A.** RedSocks uses various open source software and software libraries that work with the Software, but, for the purposes of copyright can be considered separate works. **ANNEX I** of this EULA lists the open source software that is used in the Software and the licenses that apply to such open source software.

**B.** RedSocks may also deliver a probe to produce IPFIX traffic ("**Probe**"). This Probe will consist of both hardware and software. The software may also be used in virtual environments and hereinafter is called the Virtual Probe or, (Virtual) Probe, where both the physical and virtual products are concerned. Any conditions pertaining to the (Virtual) Appliance are also applicable to the (Virtual) Probe. Where this EULA refers to "Software" this includes the (Virtual) Probe software. Where this EULA refers to "Hardware" this will include Probe hardware. Hardware shall be defined as any hardware supplied through, or by way of RedSocks for use with the Software. RedSocks will provide the (Virtual) Appliance with intelligence and updates to detection algorithms (heuristics). This intelligence data and these heuristics and updates are produced by the RedSocks Malware Intelligence Team (MIT) and is therefore called MIT data ("**MIT Data**"). You agree RedSocks holds database rights and copyrights to the MIT data.

**C.** Use of the RedSocks Software by You is subject to the terms and conditions of this EULA. Please read this EULA carefully before ordering the (Virtual) Appliance and/or installing or using the Software and/or the (Virtual) Appliance. You indicate your acceptance of and you agree to be bound by this EULA by ordering the (Virtual) Appliance and/or installing, having it installed, or using the Appliance. If you do not accept or agree to this EULA, do not order the (Virtual) Appliance and/or do not install, have it installed or use the (Virtual) Appliance and return the Appliance to Redsocks, or its authorized resellers or distributors, or destroy any copies of the Virtual Appliance you have in your possession.

**D.** The information given (name, email address, password), during initial setup, if collected, will be used as an account name under which You may elect to receive services. You may change and RedSocks strongly recommends you to do so, the password at any time after installation of the Appliance.

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## **Software License**

**1.1** Subject to this EULA, RedSocks hereby grants You a non-exclusive, non-transferable right for the sole purpose of using the Software on the RedSocks Hardware as part of the Appliance purchased, leased or otherwise received from RedSocks or any of its authorized resellers or distributors, for the duration of this EULA as described in article 11 (Term and Termination). The Software is loaded in the temporary memory (i.e. RAM) of the designated RedSocks Hardware and may only be used in connection with that designated RedSocks Hardware.

**1.2** Your usage rights are subject to payment of the price agreed between RedSocks and You. After the initial term of the primary contract as indicated in article 11 RedSocks is at liberty to change the price subject to a (3) three months' notice period. Any notice of price changes shall be done in writing.

**1.3** Use of the Software and (Virtual) Appliance may only take place on hardware located within the Territory agreed in the primary contract between RedSocks and You. If no further Territory is defined there, the Territory shall be defined as the territory of the country where RedSocks is established, plus the territory of countries that are members to the European Union.

**1.4** In case of the Virtual Appliance, RedSocks hereby grants You a non-exclusive, non-transferable right, subject to this EULA, to use the Software as part of the Virtual Appliance purchased, leased or otherwise received from RedSocks or any authorized resellers. Unless expressly agreed between RedSocks and You, this Virtual Appliance may not be copied, re-instantiated or re-used in any way. The Software may only be loaded once in the temporary memory (i.e. RAM) of the designated virtualisation hardware. You are entitled to keep one copy for backup purposes only.

**1.5** You may use the Software only to manage its own computer network and not to manage any other computer networks. Except as expressly permitted under this EULA, You are not entitled to (a) rent, lend, lease, assign, sub-license, resell, redistribute, alter, modify or translate the Software or any copy of it in any form to any third party nor create any derivative works from it; (b) remove from or change in the Software any designation concerning copyrights, trademarks or other intellectual and / or industrial property rights, including any indications concerning the confidential nature of the Software (c) decompile, reverse engineer, disassemble, or seek to reconstruct or discover any humanly readable form of code of the Software except to the extent allowed by applicable law (d) use the Software to operate a services bureau or to provide hosting services, use the Software to operate as an outsourcer, use the Software in a time- sharing arrangement; (e) attempt to disable or circumvent any of the licensing and security mechanisms within the Software.

**1.6** You, as licensee of the Appliance are not entitled to use the Software on another Appliance than on the designated Appliance. The Virtual Appliance may only be used on designated virtualisation hardware that is under Your exclusive control.

**1.7** You are entitled to use the Software only within the network environment of the first installation. As part of the first installation of the (Virtual) Appliance, You are required to register your (Virtual) Appliance with RedSocks. Should You wish to use the (Virtual) Appliance within another computer network, You are entitled to do so only after the written approval of RedSocks or after You have re-registered your (Virtual) Appliance with RedSocks.

**1.8** You, as licensee of the Virtual Appliance and Virtual Probe may only use the Software on a single virtualisation host, unless it is expressly agreed otherwise between RedSocks and You. The licensees of the Virtual Appliance and Virtual Probe may be requested by RedSocks, at any time, to produce a written overview of all copies of the Virtual Appliance and Virtual Probe that You have in your possession and the location, relevant settings and type of virtualisation hardware in use.

**1.9** For each (further) copy of the Virtual Appliance that You require, a separate copy will be obtained by (or for) You from a source designated by RedSocks.

**1.10** The Software is loaded in the temporary memory (i.e. RAM) of the designated RedSocks Hardware or the designated virtualisation hardware and protected against copying. You may not make copies of the Software. You agree that no spare copy as meant in art. 45k of the Netherlands Copyright law will be required. If the Software is destroyed or damaged, You may receive a new version of the Software or an Update or Upgrade by activating the update functionality in the (Virtual) Appliance.

**1.11** For purposes of Backups, Continuity (High Availability) or commercial utility RedSocks may, at its sole discretion, agree to exceptions to this paragraph in relation to copying the Virtual Appliance and Virtual Probe, when requested by RedSocks or You. These exceptions will be done in writing between RedSocks and You and will form an integral part of the contract between RedSocks and You.

**1.12** RedSocks reserves the right to stop supporting its Software or a version of its Software, or discontinue its Software or features support. End-of-support policies are posted on the website. For the avoidance of any doubt, for any trial or beta Software, RedSocks shall have no further obligation to you, beyond providing prior notice to terminate for convenience, and shall have no obligation to provide notice in case of termination of this Agreement for breach caused by You.

## Restrictions on use of the Software

**2.1** You must comply with all applicable laws and regulations when using the Software.

**2.2** Without limitation, You undertake not to use or permit anyone else to use the Software: (a) for any purpose or in any way that might harm, infringe the rights of or cause loss to any other person; (b) cause annoyance, inconvenience or anxiety; (c) to intercept or attempt to intercept any communications transmitted by way of a data communication system or network; (d) other than in conformance with the documentation, accepted internet practices and practices of any connected networks; or (e) in any way which may be regarded as misuse of the Software.

**2.3** The following uses of the Software, and any attempts at such activities, are expressly prohibited: (a) furnishing false data including but not limited to false names, addresses and contact details while installing and/or registering the Software; (b) circumventing and/or disabling security measures embedded in the Software or the (Virtual) Appliance, including but not limited to authorization keys, product serialization or time limit mechanisms (c) intercepting or accessing data not intended for You, or probing the security measures of other networks; (d) uploading or distributing viruses or other forms of malware or spyware.

**2.4** Without the express written consent of RedSocks, You may not charge third parties for the use of the Software and/or (Virtual) Appliance, nor for the distribution of the data and/or warnings it generates.

**2.5** RedSocks reserves the right to temporarily or permanently remotely disable the use of the Software and/or the (Virtual) Appliance when RedSocks has reason to suspect that You have breached or may have breached this clause 2 or any other term of this EULA.

**2.6** You may allow your Users to use the Appliance for this purpose and You are responsible for their compliance with EULA in such use.

## Intellectual Property Rights

**3.1** All copyrights and all other intellectual and/or industrial property rights regarding the Software as well as all parts and copies thereof shall remain solely vested in RedSocks and are not and shall not be assigned to You or any third party. You acknowledge these rights and shall refrain from any form of direct or indirect violation of these rights and shall not remove from and/or change the Software. You shall refrain from removing and/or changing any designation protected by copyrights, trademarks or other intellectual and / or industrial property rights, including any indications concerning the confidential nature of the Software.

**3.2** RedSocks shall have no liability for any claim of infringement of any intellectual property rights that is based on: (i) the use of other than the latest version of Software, if such infringement could have been avoided by the use of the latest version; (ii) the use or combination of the Software with other software, hardware or other materials not approved by RedSocks, (iii) use of the Software in a manner other than that for which it was designed or contemplated; or (iv) any unauthorized modification of the Software made by You or a third party.

**3.3** In the event that a judgement or any injunction shall be obtained against Your use or possession of the Software, RedSocks shall, at its expense and option, promptly (i) replace the Software with a compatible, functionally equivalent, non-infringing software; (ii) modify the Software or take other action so that the Software becomes non-infringing while maintaining the equivalent functionality; (iii) procure the right for You to continue using the Software; or (iv) terminate the license and Your use of the Software and offer You a pro-rata refund of the license fee paid by You with respect to the Software depreciated on a three-year straight line basis commencing on the first date of use of the Software.

**3.4** Any further liability of RedSocks and/or its resellers or distributors regarding the infringement of third party intellectual property rights is explicitly excluded.

**3.5** The Appliance may operate or interface with software or other technology that is licensed to RedSocks from third parties, which is not proprietary of RedSocks, but which RedSocks has the necessary rights to license to You. You agree: you will use such third party software in accordance with this Agreement; no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to You concerning such third party software or the products themselves; no third party licensor will have any obligation or liability to You as a result of this Agreement or Your use of such third party software; such third party software may be licensed under license terms which grant You additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement, and such additional license rights and restrictions are described or linked to in the applicable Documentation, or within the Software itself. For the avoidance of any doubt, such additional rights and/or restrictions apply to the third party software on a standalone basis; nothing in such third party licenses shall affect your use of the RedSocks Software in accordance with the terms and conditions of this Agreement. With respect to the open source software, the license terms in the section **Open Source License Terms as published in each RedSocks Software**. shall apply to the extent expressly required by such third party licenses, terms of relevant licenses (including in particular the scope of license as well as disclaimers of warranties and liabilities) in lieu of this EULA.

#### **4. TRIAL AND BETA LICENSE**

If You are a trial or beta user, You may use RedSocks Software for evaluation or testing purposes in a non-production environment. You can receive web or email based technical support in the country where You are located and Updates, if applicable, without any guarantee or warranty of any kind.

Notwithstanding anything to the contrary, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REDSOCKS SOFTWARE USED FOR TRIAL PURPOSES OR BETA SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND.

##### **BETA DISCLAIMER**

**THE BETA SOFTWARE LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS BETA TESTING LICENSE IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS.**

Your right to use RedSocks Software ends when the Trial period ends or if You violate any term of this Agreement. Upon termination of the Trial period, You must delete or destroy all copies of RedSocks Software and Documentation and stop using the service. Your obligations and rights under this Agreement will continue to apply after the end of the Trial period.

#### **5. Confidentiality**

1. The Software is and contains valuable confidential information of RedSocks. Confidential Information means non-public technical and non-technical information relating to the Software, including, without limitation, trade secret and proprietary information, and the structure and organization of the Software. MIT Data is considered confidential.

2. You shall keep confidential the Software and any part or any copy thereof and You shall not disclose the same to third parties without prior written consent of RedSocks.

3. You shall keep confidential all MIT Data and will not copy or disclose this data without prior consent from RedSocks other than for purposes allowed under this EULA. RedSocks may, at any time, and even retroactively, publish a policy that includes a fine to be paid when such data is intentionally shared or copied. Any fine shall be reasonable in relation to the breach of contract it relates to, but will not restrict RedSocks right to seek damages following directly, or indirectly from the breach.

4. You shall take all necessary measures to safeguard the confidentiality of the Software or any part or any copy thereof and to prevent the unauthorized disclosure, use, copying, publication or dissemination of the same to a third party.

5. RedSocks has no obligation whatsoever, contractual or otherwise, to disclose any Confidential Information, information regarding and in connection with the (Virtual) Appliance and/or to disclose any information that is used to configure the (Virtual) Appliance and/or the sources thereof.

6. You agree that, in the event any person or party seeks to obtain the Confidential Information of RedSocks and/or RedSocks by way of involving You by any means, including demand, discovery request or court order, You shall immediately notify RedSocks prior to disclosing the requested Confidential Information and will cooperate with RedSocks in responding to such demand, discovery requests or court order so as to minimize the disclosure of such Confidential Information.

6. You agree that the Virtual Appliance and MIT data may contain unique (serialisation) markers intended to prevent unauthorized copying. You agree that these markers can be used as the sole proof of unauthorized copying.

## 7. Performance Reporting

1. The Software and the (Virtual) Appliance will not automatically generate any reports of the performance and activities of the (Virtual) Appliance and will not automatically send such reports to RedSocks or any third parties. Only in the event You instructed the Software or the (Virtual) Appliance to generate any reports of the performance and activities of the (Virtual) Appliance, will such reports be generated and will these be available to You for consultation or further distribution.

## 8. Audit rights

1. **Audit by You.** If You wish to perform an audit on the (Virtual) Appliance prior to installing and/or using the (Virtual) Appliance, You may only perform such audit after receipt of written approval from RedSocks and provided that the audit (a) will not be performed by a company which RedSocks considers to be a competitor or which RedSocks considers to be unqualified to perform such an audit and (b) will be performed in accordance with the guidelines and/or terms and conditions attached to the approval of RedSocks.

2. **Audit by RedSocks.** If RedSocks has reason to suspect that You violated your obligations under this EULA, You agree that RedSocks, at its sole discretion, may instruct an independent third party to, on behalf of RedSocks, perform an audit at Your facilities during normal business hours, in order to ascertain Your compliance with this EULA. You agree to cooperate with RedSocks and the instructed independent third party during any audit and to provide the instructed independent third party reasonable access to Your information and systems. If an audit reveals that You have breached any term of this EULA, then You shall reimburse all reasonable costs of conducting the audit incurred by RedSocks, without prejudice to RedSocks right to terminate this EULA with immediate effect.

## 9. Limited Warranty

1. The Software is provided as part of the (Virtual) Appliance delivered by RedSocks. In case of breach of warranty You needs to contact RedSocks.

2. RedSocks disclaims all warranties and conditions, whether express, implied or statutory, including, but not limited to fitness for a particular purpose, lack of malware with regard to the Software. RedSocks does not warrant that the operation of the Software will be uninterrupted or error-free or that the Software provides a guarantee against intrusions, viruses, Trojan horses, worms, time bombs or other similar harmful or deleterious programming routines from affecting Your network or other networks. Nor does RedSocks warrant that all security threats and vulnerabilities will be detected or that the use of the Software will render Your systems or other systems invulnerable to security breaches. These limitations apply also to all accompanying documents and written materials and, if applicable, any accompanying hardware.

3. Any warranty is void if a failure of the Software and/or (Virtual) Appliance resulted from a) Your unauthorized or improper use of the Software and/or (Virtual) Appliance, b) any modification made to the Software and/or (Virtual) Appliance by You or any other third party than RedSocks, unless authorized by RedSocks, c) operator failure, d) malfunction of (Virtual) Appliance that has not been supplied by RedSocks, e) problems caused by the installation on an unsupported platform, f) any functionality failure not directly related to the (Virtual) Appliance, or the Software; g) problems caused by third party products, or h) an incident outside RedSock's control.

4. You are responsible for the use of the Software and/or (Virtual) Appliance, the information and/or data processed with the Software and/or (Virtual) Appliance and for the decisions that You may make by using the Software and/or (Virtual) Appliance. The use of the Software and/or (Virtual) Appliance is at Your own risk and RedSocks assumes no liability or responsibility pertaining to Your use of the Software and/or (Virtual) Appliance.

5. You are responsible for the correct and proper configuration and functioning of the Virtual Appliance on the virtualisation platform. This includes: a) making available sufficient resources (memory, processors, storage etc.) b) monitoring and maintaining the virtualisation software and hardware c) maintaining sufficient storage and processing power d) configuring the appropriate (network) settings, e) making reservations as to the availability of resources. Even if the correct functioning of the virtualisation platform is Your sole responsibility, any failure to comply with instructions of RedSocks relating to the settings thereof will void any liability, warranty claim or other title to repairs or damages as brought against RedSocks.

## **10. Limitation of liability**

1. RedSocks denies any use of the Software and/or (Virtual) Appliance in and for whatever type of Life-Critical Software and accepts no liability in respect to any actions breaching the referred restriction. The term "Life- Critical Software" shall mean an application software package or hardware device whose functioning or malfunctioning may result directly or indirectly in physical injury or loss of human life.

2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, REDSOCKS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, HARDWARE, ENHANCEMENTS, MAINTENANCE OR SUPPORT RELATED THERETO, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED. REDSOCKS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, FALSE POSITIVES OR FALSE NEGATIVES, DEVICE FAILURE OR MALFUNCTION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY'S SOFTWARE, SPYWARE, ADWARE, COOKIES, EMAILS, DOCUMENTS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE.

YOU SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND YOU SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. REDSOCKS ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

Redsocks is acting on behalf of its partners (resellers, distributors) for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

**LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. REDSOCKS'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID REDSOCKS FOR THE DEFICIENT REDSOCKS SOFTWARE OR SERVICES UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL REDSOCKS'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR REDSOCKS SOFTWARE IN THE SIX MONTHS PRIOR THE EVENT GIVING RISE TO LIABILITY OCCURRED.**

REDSOCKS DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Any action against RedSocks must be brought within twelve (12) months after the cause of action arises. It is Your responsibility of to always install the latest update available. RedSocks shall in no event be liable for damages or loss resulting from not having installed the latest update available.

3. You shall (a) comply with all applicable laws and regulations in Your use of the Software; (b) not misuse the Software in any way; and (c) not use the Software for any purpose or in any way that might harm, infringe the rights of or cause loss to any relevant party or any other person. You shall defend, indemnify and hold RedSocks harmless from and against any and all losses, expenses, damages, and liabilities arising from or out of any breach by You of this EULA, other laws, regulations or restrictions.

## **11. Export**

1. You shall not, directly or indirectly, export or re-export the Software to any country, person, entity or end user subject to U.S. export restrictions or other export restrictions. You shall specifically agree not to export, re-export, or download the Software nor the underlying information or technology: (a) to any country to which the U.S. or European Union has embargoed or restricted the export of goods or services or to any national of any such country; (b) to any end-user who you know or have reason to know will utilize the Software or portion thereof in the design, development or production of nuclear, chemical, or biological weapons; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You are responsible for complying with local laws in your jurisdiction, which might impact your right to import, export or use the Software.

2. You shall use the Software and (Virtual) Appliance solely on hardware that is within the region where RedSocks is authorized to sell (license) the Software based on its partnership agreement with RedSocks. Where no further stipulation between RedSocks and You is made in the primary contract, this region shall, for the purpose of this contract, be limited to the country where RedSocks is based. You and/or RedSocks will request written permission from RedSocks before exporting (deploying) the Software or (Virtual) Appliance outside of this region, unless the export takes place between an EU member state (including EEA associated states) and the region a forenamed or another EU/EEA member state.

## **12. Term and Termination**

1. This EULA shall run from the date and for the initial term specified in the proposal of RedSocks and for as long as this primary contract continues. If no initial term is specified in the proposal of RedSocks, the initial contract term shall be three (3) years.

2. After the initial term, the contract and EULA can be terminated after a two (2) months written notice by either party.

3. If You (i) fail to comply with any of the provisions of this EULA and have not remedied such failure within 14 days after having been notified by RedSocks identifying the failure, or (ii) commit an act of bankruptcy or receive such an order made against You or present Your petition in bankruptcy or make an arrangement with or assignment in favour of Your creditors or go into liquidation, or (iii) are controlled by others than those exercising control at the time of entering into this EULA, RedSocks shall be entitled, at its own discretion, to terminate this EULA forthwith by written notification to You.

4. In the event of termination You shall:

(a) discontinue all use of the Software and the (Virtual) Appliance;

(b) within fourteen (14) days following the date of termination provide RedSocks with a written notice verifying that the (Virtual) Appliance has been uninstalled and disconnected from Your computer networks and that all copies, forms and parts of the Software, have either been destroyed or returned to RedSocks and no copies, forms or parts thereof remain in Your possession;

(c) within fourteen (14) days following the date of termination, contact RedSocks to agree to have the Appliance taken back by RedSocks.

5. In the event RedSocks has not received the notice as meant in clause 10.3(b) of this EULA within the time period specified, RedSocks is entitled to remotely activate the functionality embedded in the (Virtual) Appliance that will cause the (Virtual) Appliance to stop functioning.

### **13. Governing law and disputes**

1. This EULA and all disputes arising from it will be governed by the laws of the Netherlands.

2. The Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this EULA or breach thereof. If the parties cannot reach an amicable settlement, all disputes arising in connection with this EULA shall be referred to the competent district court of The Hague in The Hague, The Netherlands.

**14. ELECTRONIC COMMUNICATIONS.** Redsocks may send You legal notices and other communications about the Software and Maintenance subscription services or use of the information You provide us ("Communications"). Redsocks will send Communications via in-product notices or via email to the primary user's registered email address or will post Communications on its Sites. The legal basis for sending these communications are this contract (for the transactional communications) and the legitimate interest for marketing with the current customers (for the commercial communications)

**15. PRIVACY POLICY & GDPR** All the information on how the personal data is processed during the usage of the Redsocks Software and services is specified in the Redsocks Privacy Policy. By accepting this Agreement, You understand that You have been notified about how Your personal data will be processed according to the Privacy Policy published on our website. As regards to personal data collected by Redsocks Software from Your Users and the applicable data protection legislation governing this relationship, according to the EU applicable legislation on personal data (GDPR – General Data Protection Legislation), Redsocks together with You are joint controllers.

Redsocks acts as a data controller in relation with the personal data collected through its products and services sold only for the purposes of ensuring information and network security, including support activities for this purpose (only in specific cases, when support activities are included in the specific agreement with Redsocks). The Users also act as data controllers in relation to the personal data they might have access through the Redsocks's products and services for purposes of ensuring information and network security. For any other potential purposes that business users may decide internally on their own, act as separate and independent data controllers, collecting personal data from another source, meaning Redsocks's products and services.

The joint controllers will be each independently and separately responsible for respecting the GDPR provisions, including lawful processing of personal data, informing service users about the use of their personal data, the security of personal data and ensuring service users can exercise their rights, according to the Joint Controllers Arrangement available on its website.

## **16. General**

1. If any term or provision of this EULA shall be held illegal or unenforceable in whole or in part, under any rule of law, such term or provision or part thereof shall be modified or deemed modified to conform to such rule of law, the remainder of the terms of this EULA shall continue to apply. The validity and enforceability of the remainder of this EULA shall not be affected.

2. This EULA constitutes the entire agreement between the parties regarding the use of the Software and supersedes all prior agreements and understandings. No amendment, modification, waiver or discharge of this EULA shall be valid unless in writing and signed by authorized representatives of both parties.

3. No delay or omission by either party to exercise any right or power under this EULA or pursuant to applicable law shall impair such right or power or be construed as a waiver thereof. A waiver by any party of any covenant or breach shall not be construed to be a waiver of any other covenant or succeeding breach.

4. RedSocks may change this EULA from time to time at its sole discretion. Your continued use of the Software after notification of any changes has been provided to You or posted on RedSocks' website constitutes Your acceptance of such changes.

5. You shall not assign or delegate or otherwise trade with any of Your rights or obligations under this EULA. RedSocks shall have the right to assign or otherwise delegate any of Your rights or obligations under this EULA to any person or entity.

This Agreement describes certain legal rights. You may have other rights under the laws of Your state or country. You may also have rights with respect to the party from whom You acquired the Redsocks Software. This Agreement does not change Your rights or obligations under the laws of Your state or country if the laws of Your state or country do not permit it to do so.

Redsocks reserves the right to cooperate with any legal process and any law enforcement or other government inquiry related to your use of this Redsocks Software and services. This means that Redsocks may provide documents and information relevant to a court subpoena or to a law enforcement or other government investigation.

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