

Hoxhunt Terms of Service for Proof of Concept

Hoxhunt is a cybersecurity company providing human risk management platform as a corporate Software as a Service solution. To agree on the terms and conditions applicable to trialing the Hoxhunt Services, the Customer must enter into a binding agreement regarding the delivery of the Services for Proof of Concept purposes, either directly with the relevant Hoxhunt legal entity or through an authorized third-party partner.

UNLESS OTHERWISE AGREED IN THE AGREEMENT, THESE HOXHUNT TERMS OF SERVICE FOR PROOF OF CONCEPT ARE AN INTEGRAL PART OF THE AGREEMENT AND APPLY TO ALL SERVICES PROVIDED BY HOXHUNT TO THE CUSTOMER FOR PROOF OF CONCEPT PURPOSES, WHETHER THE AGREEMENT WITH THE CUSTOMER IS ENTERED INTO BY HOXHUNT OR THE PARTNER.

1. Definitions

In the Agreement, the following terms have the meanings set forth below:

"Affiliate"	means any legal entity that: (i) directly or indirectly owns or controls a Party; (ii) is under the same direct or indirect ownership or control as a Party; or (iii) is directly or indirectly controlled by a Party, in each case where "control" means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity;
"Agreement"	means, in case the delivery of the Services is agreed between the Customer and the Service Provider, the Order, these POC Terms and the DPA together, or in case the delivery of the Services is agreed between the Customer and the Partner, these POC Terms and the DPA;
"Confidential Information"	means all non-public information disclosed by the disclosing Party to the receiving Party in any form or medium, whether written, oral or electronic, that is marked as confidential or that the receiving Party should reasonably understand to be confidential in nature from the circumstances of disclosure or the nature of the information. However, material or information that is (i) commonly available or otherwise public without the receiving Party having broken confidentiality obligations, or (ii) which the Party has legally obtained from a third party without a confidentiality obligation; or (iii) which was in the possession of the receiving Party prior to receiving it from the other Party; or (iv) which the Party has independently developed without utilizing any material or information received from the other Party as established by competent documentary evidence, is not considered Confidential Information. Although personal data is also Confidential Information, the terms of the DPA shall always prevail in respect of the processing of personal data;
"Customer"	means a legal entity end-customer using the Services;
"Customer Data"	means all data and information collected, processed or stored as a result of the Customer's or its Users' use of the Services;
"DPA"	is defined in Clause 4;
"Documentation"	means the then-current technical and non-technical specifications for the Services contained in the system, specification, support and configuration documentation, which are made generally available by the Service Provider to its customers or otherwise provided to the Customer;
"Environment of Use"	is defined in Clause 2.3;
"Hoxhunt"	means the Service Provider;
"Intellectual Property Rights"	means any and all intellectual property rights, such as patents, inventions, rights in designs, rights in know-how, trademarks, database rights, trade secrets, domain names, techniques, methods and copyrights (including without limitation right to amend and further develop as well assign one's rights), in each case whether registered or not, whether registrable or not, and including applications for 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 now or at any time hereafter exist anywhere in the world;
"Order"	means a document according to which the Services are ordered by the Customer, such as (i) the Service Provider's offer accepted in writing (by manual signature, email confirmation or otherwise electronically) by the Customer, or (ii) the Customer's order accepted by the Service Provider in writing (by manual signature, email confirmation or otherwise electronically);
"Partner"	means an authorized third-party partner who resells the Services;
"Party"	means the Service Provider or the Customer, collectively referred to as the "Parties";
"POC Terms"	means these Hoxhunt Terms of Service for Proof of Concept;
"Services"	means the information, documents and services the Service Provider provides to the Customer under the Agreement;



"Service Provider"	means the applicable Hoxhunt legal entity as identified in the Order. If no such entity is specified in the Order, the Service Provider shall be determined based on the Customer's address as follows: i) Hoxhunt Inc. (61-2044575), if the Customer's address is in the United States or Canada; ii) Hoxhunt GmbH (HRB 105923, Amtsgericht Düsseldorf), if the Customer's address is in Germany; iii) Hoxhunt Pte. Ltd. (202608588D), if the Customer's address is in Singapore; or iv) Hoxhunt Oy (2758722-7), if the Customer's address is in any other country;
"Service Provider Properties"	is defined in Clause 5.1;
"Service Term"	means the two (2) week period of time (unless otherwise agreed in the Order or between the Partner and the Customer, if relevant) during which the Service Provider provides the Services to the Customer; and
"Users"	means those certain employees, agents, contractors and other relevant stakeholder of the Customer and its Affiliates who are authorized by the Customer to use the Services in accordance with the Agreement.

2. Rights, Restrictions and Responsibilities

2.1 Right to Use — Subject to the ongoing compliance with the Agreement by the Customer and its Users, the Service Provider grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable (except for to the Affiliates of the Customer), and revocable right to access and use the Services during the Service Term solely for the Customer's internal Proof of Concept purposes and in accordance with the Documentation and the Agreement.

2.2 Usage Restrictions — The Customer shall not sell, rent out, lend, transfer, or otherwise make available the right of access and use of the Services to any third parties without express prior written consent from the Service Provider. The Customer shall not repair, open, disassemble, decompile, reverse engineer or otherwise modify any part of the Services.

2.3 Environment of Use — The Customer is solely responsible at its own cost for acquiring and maintaining its Environment of Use and the protection of its Environment of Use. For purposes of the Agreement, "Environment of Use" means all the Customer's hardware and software devices and infrastructures situated downstream from the demarcation point of the Service Provider's network and which are used by the Customer to facilitate use of the Services.

2.4 Right to Develop — The Service Provider has the right to develop and change the Services, its availability and the system requirements for the equipment and Environment of Use needed to use the Services, provided that there is no material degradation to the Services for the Customer.

3. Confidentiality and Non-disclosure

3.1 Mutual Confidentiality Obligations — The Parties agree to keep all Confidential Information confidential and only to use the Confidential Information for purposes of fulfilling the business affairs between the Parties contemplated by the Agreement. The Parties have the right to (i) copy Confidential Information only to the extent required in furtherance of its performance under the Agreement; (ii) deliver or disclose Confidential Information only to those Affiliates and employees who require access to the Confidential Information; and (iii) deliver or disclose Confidential Information to the advisers of the Party, providing that the advisers are bound by confidentiality obligation equivalent to the confidentiality obligation defined in this Clause 3. Each Party shall only use the Confidential Information in furtherance of its performance of its rights and obligations under the Agreement, and each Party agrees not to use the other Party's Confidential Information for any other purpose.

3.2 Requirement to Disclose — The Confidential Information may be disclosed by the receiving Party in response to a subpoena, court order, or other legal process, or as required in connection with any authority proceeding, provided that, the receiving Party shall give the disclosing Party prompt notice of such disclosure requirement and cooperate in seeking to limit or prevent such disclosure. If prior notice is prohibited, the receiving Party may disclose Confidential Information without such notice but shall inform the disclosing Party as soon as reasonably possible.

3.3 Return of Confidential Information — Upon expiration or termination of the Agreement, or at any time upon the written request of the disclosing Party, the receiving Party shall immediately cease using the disclosing Party's Confidential Information and return, or at the election of the disclosing Party, destroy, the Confidential Information, together with all copies thereof. Notwithstanding the foregoing, both Parties have the right to keep the copies required by law or as ordered by the authorities.

3.4 Survival — The rights and obligations under this Clause 3 shall survive the termination or expiration of the Agreement, regardless of the cause, and shall remain in effect for a period of five (5) years from the date the Confidential Information was disclosed. With respect to any Confidential Information that qualifies as a trade secret under the laws of any applicable jurisdiction, the rights and obligations shall survive for as long as such information remains protected as a trade secret under applicable law.

4. Data Protection

4.1 Data Processing Agreement — The Service Provider shall process the Customer's personal data in accordance with the Hoxhunt Data Processing Agreement available at <https://hoxhunt.com/legal/dpa> (the "DPA", version 1.1), which is integral part of the Agreement. In the event of any inconsistency or conflict between the terms of the other parts of the Agreement and the DPA, the DPA shall prevail.



5. Intellectual Property Rights

5.1 The Service Provider Properties — All right, title and interest, including all worldwide Intellectual Property Rights, in and to the Service Provider Properties are and shall remain the exclusive property of the Service Provider or its licensors and are protected by U.S., EU and other applicable national and international laws. For purposes of the Agreement, “Service Provider Properties” means the Services, the Documentation, and any documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets or know-how embodied therein or that the Service Provider may develop and supply in connection with the Services or the Documentation, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

5.2 Customer Data — As between the Service Provider and the Customer, all right, title and interest in the Customer Data and all Intellectual Property Rights therein, are and shall remain the exclusive property of the Customer. The Customer shall be solely responsible for the Customer Data.

6. Warranty Disclaimer and Limitation of Liability

6.1 Disclaimer of Warranties — EXCEPT AS SET FORTH IN THE AGREEMENT, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR THE IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY OR TIMELINESS OF RESULTS OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING THE CUSTOMER'S NETWORK ISSUES, VERSIONS OF THE CUSTOMER'S APPLICATIONS, CORRUPTED, INCOMPLETE OR INTERRUPTED DATA RECEIVED FROM THE CUSTOMER OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE SERVICE PROVIDER IS NOT LIABLE FOR ANY DAMAGE THAT THE CUSTOMER MAY SUFFER BECAUSE OF A VIRUS, TROJAN, OR ANY MALICIOUS SOFTWARE, A SECURITY BREACH, A FAILURE OR DISRUPTION IN THE GENERAL COMMUNICATIONS NETWORK, OR SOME OTHER SIMILAR REASON, PROVIDED THAT SUCH EVENT HAS BEEN OUTSIDE THE SERVICE PROVIDER'S REASONABLE CONTROL. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

6.2 Limitation of Liability — NEITHER PARTY SHALL HAVE LIABILITY, WHETHER IN TORT (INCLUDING IN NEGLIGENCE), CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PROFIT, BUSINESS, GOODWILL, REVENUE OR SAVINGS; DAMAGES PAYABLE TO THIRD PARTIES; LOSS OR ALTERATION OF DATA OR EXPENSES CAUSED THEREFROM; OR COST OF COVER PURCHASE ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THE AGREEMENT, FOR ANY CLAIM, CAUSE OF ACTION, EVENT, ACT, OMISSION OR FAILURE OCCURRING OR ARISING DURING ANY TWELVE (12) MONTH PERIOD EXCEED THE AMOUNT OF FIVE THOUSAND (5,000) EUROS (CONVERTED INTO THE CUSTOMER'S LOCAL CURRENCY). THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL ACT, OR DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE, OR BREACH OF CLAUSE 3 (CONFIDENTIALITY AND NON-DISCLOSURE) OF THESE POC TERMS.

7. Term and Termination

7.1 Term — The Agreement shall be in force for the duration of the Service Term, unless terminated earlier by either Party. Either Party may terminate the Agreement at any time by providing written notice to the other Party, with immediate effect.

8. Governing Law and Jurisdiction

8.1 Governing Law and Jurisdiction — The Agreement shall be governed by and construed in accordance with the laws listed in the below table based on the applicable Hoxhunt contracting party, without regard to principles of conflicts of law. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The language of arbitration shall be English, and place as listed in the below table. The United Nations Convention on Contracts for International Sale of Goods shall not apply to the Agreement. If the applicable Hoxhunt contracting party is Hoxhunt Inc., also the Uniform Commercial Code and the Uniform Computer Information Transaction Act shall not apply.

Hoxhunt contracting party:	Governing law:	Place of arbitration:
Hoxhunt Inc.	Laws of State of New York	New York, the United States
Hoxhunt GmbH	Laws of Germany	Düsseldorf, Germany
Hoxhunt Pte. Ltd.	Laws of Singapore	Singapore
Hoxhunt Oy	Laws of Finland	Helsinki, Finland

9. Miscellaneous

9.1 Severance — If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.



9.2 Entire Agreement — The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.3 Interpretation — Unless the context otherwise requires, words in the singular shall include the plural meaning and vice versa. Clause headings shall not affect the interpretation of the Agreement.

