

OffSec Master Terms

OffSec Master Terms – Part A

Part A of these Master Terms apply to all Customers and Users. Part B of these Master Terms only apply to a Customer that is not an individual. Defined terms used in this Part A are defined in Section 18.

1. TERM

- 1.1. Customer's Agreement starts on the date an Ordering Document is signed or submitted digitally (as applicable) by Customer ("**Effective Date**") and subject to Section 1.3, will stay in force until terminated in accordance with the Agreement. The Master Terms will apply to Customer's use of any Product.
- 1.2. If User is not a Customer, User's Agreement starts on the earlier of the date User registers for or starts using, a Product and will stay in force during the period User is entitled to use that Product.
- 1.3. The Ordering Document will state whether Customer's Agreement term for any Product is for a specific period. If it is, that period will run from the Effective Date. The Ordering Document will also state if any specific term will automatically renew, if so, for what period and the notice period required to prevent such renewal. If Customer's Agreement is for a specific term, it may not be terminated during that term unless specifically allowed under the Agreement.

2. PRICE

- 2.1. Payment of the Price. Customer will pay the Price and, on the terms, specified in the Ordering Document without set-off or deduction. Customer must notify OffSec of any invoice disputes within 15 days of the date of invoice. OffSec may apply a service charge of 1% per month to all amounts not paid to OffSec when due.
- 2.2. Payment of Taxes. The Price excludes taxes, and Customer will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT), GST or other taxes). Customer will provide to OffSec written evidence of any withholding tax paid by Customer or any tax exemption on which Customer wishes to rely. If Customer must withhold or deduct any portion of the Price, then OffSec must receive from Customer such amounts as will ensure that the net receipt, after tax and duties, to OffSec regarding the Price is the same as it would have been were the payment not subject to the tax or duties.
- 2.3. Changes to Charges. If the Ordering Document states Customer's Agreement term for any Product will automatically renew, OffSec may increase the Price for the Product from time to time by providing Customer not less than 30 days' notice of such increase (**Increase Notice**). Customer may terminate its Agreement on notice to OffSec within 30 days of the date of the last

Increase Notice. Otherwise, the Price as increased, will be payable until any subsequent Increase Notice.

3. PERFORMANCE AND COMPLIANCE

- 3.1. Performance. OffSec will provide the Products to Customer using reasonable skill and care.
- 3.2. Compliance with Laws. OffSec will provide, and User will use the Products in accordance with and not in breach of, applicable laws and regulations.
- 3.3. Export Control and Sanctions. Neither Customer or User will obtain, retain, use, or provide access to any Products to an Affiliate, other User or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Customer warrants that neither it nor any User or Affiliate to which Customer provides access to the Products is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to OffSec or its Affiliates, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.
- 3.4. Proper Usage. User must not use any knowledge or expertise gained from a Product in any illegal or unethical manner or to harm any person or entity.

4. USER ADMINISTRATION

- 4.1. Product Access. If OffSec notifies User that a Product is available to access by User for a specific time period, OffSec is under no obligation to extend that period.
- 4.2. Course Start Dates. User must begin an online course within one year of payment of the related Price.
- 4.3. Registration. All Users are subject to OffSec's standard individual Product user registration requirements and may not be accepted as a User by OffSec in its discretion. User will ensure that registration information supplied by User is accurate and complete. OffSec may terminate User's Agreement at any time without notice or liability if User fails to meet such registration requirements.
- 4.4. Usage. OffSec may terminate or suspend a User's right to use or access the Site, Products or Materials if it believes that User is in breach of its Agreement.
- 4.5. User Details. OffSec will process User Personal Data in accordance with its privacy policy from time to time

OffSec Master Terms

which can be found at www.offensive-security.com/privacy-policy/.

- 4.6. **Publication.** OffSec may publish User information on the Site including but not limited to User's name, Offensive Security Identification Number ("OSID") course, examination, Certificate and Certificate revocation information. OffSec may also make such information available to User's employer if it is a Customer.

5. CERTIFICATIONS AND EXAMINATIONS.

- 5.1. **Proctoring.** To ensure the integrity of its examinations, OffSec may require any examination to be remotely proctored. More information on proctoring and OffSec's requirements can be found in the FAQs and such requirements and incorporated by reference any non-compliance with those requirements with be regarded as a material breach of User's Agreement. OffSec will make the technical requirements necessary for remote proctoring available to User and it is User's responsibility to ensure it can comply with them.

- 5.2. **Exam Conduct.** User's involvement in cheating in relation to any examination, whether by providing assistance to others (including by republishing Materials, exam reports, answers, notes or hints) or receiving assistance from others is a material breach of its Agreement. Any material breach of User's Agreement will lead to any Certificate issued to User being revoked and User will not be able access any further Products at any time.

- 5.3. **Certificates.** Certificates are personal to User and non-transferable.

- 5.4. **Further Information.** Further information on Certificates and examinations including OffSec's approach to examination conduct and proctoring can be found in the Materials and the FAQs.

6. USAGE PERMISSIONS AND RESTRICTIONS

- 6.1. **Usage.** OffSec permits a User to use only the Products and associated Materials set out in the applicable Customer Ordering Document for its own personal use.

- 6.2. **Usage Restrictions.**

(a) User will not: (i) copy, publish, redistribute, sublicense, transmit, modify, create derivative works from, download, rent, lease, loan, sell, assign, display, publish, broadcast, frame, perform, or an in any way exploit any part of the Site, Products or Materials; (ii) use or provide the Products or Materials on a commercial or white-labelled basis, or otherwise, to train or otherwise benefit any third party; (iii) use any Materials other than to properly use the Products; (iv) publish any tips, hints or techniques in relation to any examination provided by OffSec; (v) merge, decompile, disassemble, or reverse-engineer (or

attempt to) any element of the Site, Products or Materials (vi) access the Site, Products or Materials for any competitive purpose; or (vii) use any data mining, robots or similar data gathering or extraction methods in connection with the Site, Products or Materials.

(b) Any Materials or other rights provided in connection with a Product are non-transferable and non-sublicensable by User.

(c) User may not use OffSec's name, trademarks or any derivatives of them without OffSec's prior written consent.

(d) User will indemnify OffSec for any Damage it suffers or incurs as a result of a breach of this Section 6.

- 6.3. **Site and Hosted Product Environments.** While accessing the Site or using a Product in an OffSec hosted environment, Users will only perform the actions permitted by the Site terms or Product Materials and will not: (a) attack scan, test, probe or penetrate the Site or Product infrastructure in any way; (b) introduce malicious programs (including viruses, worms, Trojan horses, e-mail bombs); (c) harm or interfere with other users; or (d) perform other actions that may damage or adversely affect the operation of the Site or Product or the associated infrastructure. OffSec will routinely monitor User activity in any hosted environment.

- 6.4. **Interactive Services.** Some Products contain Interactive Services. OffSec does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. OffSec will own all Intellectual Property Rights in any material posted via Interactive Services and will not be required to return, delete or destroy it. When using Interactive Services User must not: (a) use threatening, abusive, defamatory, illegal, obscene or otherwise objectionable behaviour; (b) transmit advertising or marketing material; (d) infringe another's privacy, confidentiality or intellectual property rights; (e) cause a security breach or network security risk; or (f) violate any law.

7. INTELLECTUAL PROPERTY, USAGE AND FEEDBACK

- 7.1. **Products and Materials.** User acknowledges that (a) as between the parties, all Intellectual Property Rights in the Site, Products and Materials are (owned by OffSec, its Affiliates or its or their licensors, and (b) User is not granted any rights in the Site, Products or Materials except as specifically granted to User in its Agreement. User will not remove or conceal any proprietary rights notice in the Products or Materials.

- 7.2. **Usage and Feedback.** OffSec will collect and use information related to User's use of the Products and any feedback on OffSec's products and services to ensure compliance with User's Agreement, to test,

OffSec Master Terms

develop, improve and enhance its products and services, to report to Customer on usage and to create derivative works based on such usage and feedback. OffSec will own all Intellectual Property Rights in any such feedback and derivative works and will not be required to return, delete or destroy it.

- 7.3. Product Marking. To protect its Intellectual Property Rights, OffSec may mark Products or Materials with User information and User will not attempt to remove or conceal and such marks.

8. SECURITY

- 8.1. Concurrent usage or sharing of Products or Materials between Users and third parties is not permitted. Access to the Products and Materials may be subject to using passwords and other security devices or arrangements for access ("**Security Credentials**") provided by OffSec. Such Security Credentials must not be shared. OffSec may change Security Credentials with notice to Users.

9. PRODUCT KNOWLEDGE AND SUPPORT

- 9.1. Customer Knowledge. Customer must ensure it has the knowledge, expertise, equipment and facilities (as posted on the Site from time to time) needed to use the Products and that the Products are suitable for Customer's purpose. No refunds are available after purchase of a Product.
- 9.2. Support Provided. To assist in resolving technical problems with the Products, OffSec may provide email and/or online access to its helpdesk or may provide self-help tools. A more detailed description of the support provided by OffSec can be obtained from the FAQs.

10. CHANGES

- 10.1. Changes to Products. OffSec may modify a Product (including by changing its specifications, the media by which it is delivered or removing third party owned content) but will not change its fundamental nature.

11. TERMINATION

- 11.1. Suspension. OffSec may suspend, on notice, the provisions of all or part of a Product and Customer's rights in relation to that Product if: (a) OffSec has the right to terminate under Section 11.2 (Termination for Breach); or (b) to protect OffSec's systems and security and for scheduled maintenance. Any suspension may continue until OffSec is satisfied that the condition is remedied. Customer is still required to pay the Price during any period of suspension permitted by (a) above. Any such suspension will be without prejudice to any rights OffSec may have to later terminate Customer's Agreement.
- 11.2. Termination for Breach. Either party may terminate its Agreement with the other, upon notice, if the other materially breaches that Agreement and the breach

(a) remains un-remedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured.

- 11.3. Customer Associated User Agreements. On termination of a Customer Agreement for any reason any associated User Agreement will also terminate automatically and without notice.
- 11.4. Delete or Return Information. Following termination of User's Agreement, and at any time on request, User will promptly return, delete or destroy all OffSec's Confidential Information. However, Customer may retain copies to the extent required by, and used only to (i) comply with, law or regulation, and (ii) support the enforcement or defence of a party's rights under that Agreement.
- 11.5. Survival of Terms. Termination of party's Agreement will not affect its accrued rights and obligations. These Sections of Part A of the Master Terms will survive termination: 2 (Price), 7 (Intellectual Property Rights, Usage and Feedback), 11.4 (Delete or Return Information) 11.5 (Survival of Terms), and 12 to 18 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity, Miscellaneous and Definitions), along with any others that by their nature should survive.

12. CONFIDENTIALITY

- 12.1. Non-disclosure. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence, will use it solely for Receiving Party's Agreement and will disclose no part of it to any third party except to (a) Users for the sole purpose of them using the Products and (b) any Affiliates, and its and their consultants and third-party contractors (collectively, "**Representatives**") who need access to the same for the purposes of Receiving Party's Agreement. Any such disclosure shall not imply and right to use the Products or Materials by any Representative unless permitted by Receiving Party's Agreement. The Receiving Party will be responsible for any breach of Receiving Party's Agreement caused by any of its Representatives. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so the Disclosing Party can seek a protective order or other remedy, and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.
- 12.2. Exceptions. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party or its

OffSec Master Terms

Representatives), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party not subject to an obligation of confidentiality regarding that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates before such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed.

13. DATA PRIVACY

- 13.1. Data Privacy Laws. OffSec will process User Personal Data in accordance with all obligations imposed on it under applicable laws or regulations governing the processing of Personal Data.
- 13.2. Regulatory Requirements. Customer shall ensure that any User Personal Data it discloses to OffSec is disclosed in accordance with the laws and regulations applicable to Customer.
- 13.3. Protective Measures. OffSec will maintain and will require all third-party data processors it engages to maintain, appropriate physical, technical and organizational measures to protect User Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation regarding alleged unauthorized access, use, processing or disclosure of User Personal Data.

14. DISCLAIMERS

- 14.1. GENERAL DISCLAIMER. ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. UNLESS EXPRESSLY PROVIDED, THE PRODUCTS AND MATERIALS ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. OFFSEC DOES NOT WARRANT THAT THE PRODUCTS OR MATERIALS WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS ("FAULTS"), OR THAT ANY FAULTS WILL BE CORRECTED. OFFSEC SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY SUCH FAULTS. CUSTOMER ASSUMES SOLE RESPONSIBILITY AND ENTIRE RISK AS TO THE SUITABILITY AND RESULTS OBTAINED FROM USE OF THE PRODUCTS AND MATERIALS AND ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE INFORMATION CONTAINED IN OR GENERATED BY THE PRODUCTS OR MATERIALS. CUSTOMER IS SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE

OF THE PRODUCTS OR MATERIALS. OFFSEC SHALL NOT BE LIABLE FOR ANY PENALTIES, INTEREST OR TAXES ASSESSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.

- 14.2. NO ADVICE. CUSTOMER UNDERSTANDS THAT OFFSEC PROVIDES TRAINING SERVICES AND DOES NOT PROVIDE ANY FORM OF PROFESSIONAL ADVICE. LIKEWISE, OFFSEC IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS OF CUSTOMER, OR ANYBODY ACCESSING THE PRODUCTS THROUGH CUSTOMER. CUSTOMER AGREES THAT IT USES THE PRODUCTS AT ITS OWN RISK IN THESE RESPECTS.

15. LIMITATION OF LIABILITY

- 15.1. UNLIMITED LIABILITY. THE LIMITS ON LIABILITY IN SECTION 15.2 (LIABILITY CAP) DO NOT APPLY TO: (A) A PARTY'S FRAUD, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (B) NEGLIGENCE CAUSING DEATH OR PERSONAL INJURY, (C) ANY INDEMNIFICATION OBLIGATIONS, (D) A PARTY'S INFRINGEMENT OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS OR USE OF PRODUCTS OR MATERIALS BEYOND THE USAGE PERMISSIONS AND RESTRICTIONS GRANTED UNDER CUSTOMER'S AGREEMENT, OR (E) CUSTOMER'S LIABILITY TO PAY THE PRICE AND ANY AMOUNTS OFFSEC WOULD HAVE CHARGED FOR THE PRODUCTS FOR CUSTOMER USAGE BEYOND THE USAGE PERMISSIONS AND RESTRICTIONS GRANTED UNDER CUSTOMER'S AGREEMENT. NOTHING IN THESE MASTER TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED UNDER LAW.
- 15.2. LIABILITY CAP. OFFSEC'S SOLE LIABILITY SHALL BE TO CUSTOMER AND OFFSEC WILL HAVE NO LIABILITY TO A USER WHO IS NOT A CUSTOMER. EACH OF OFFSEC'S AND CUSTOMER'S AGGREGATE LIABILITY TO THE OTHER IN ANY CALENDAR YEAR FOR DAMAGES (IN CONTRACT, TORT OR OTHERWISE) UNDER CUSTOMER'S AGREEMENT WILL NOT EXCEED (A) THE PRICE PAID BY CUSTOMER TO OFFSEC FOR ALL PRODUCTS; OR (B) IF SPECIFIC INSTANCES OF THE PRODUCTS FORM THE BASIS OF A CLAIM, THE PRICE PAID BY CUSTOMER TO OFFSEC FOR THOSE SPECIFIC PRODUCTS, IN EACH CASE DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT CAUSING THE CLAIM.
- 15.3. EXCLUSIONS. NEITHER OFFSEC OR CUSTOMER WILL BE LIABLE FOR ANY: (A) INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S AGREEMENT; (B) LOSS OF PROFITS (EXCEPT REGARDING THE PRICE); EVEN IF SUCH

OffSec Master Terms

DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

- 15.4. **FORCE MAJEURE.** NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER ITS AGREEMENT DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. IF SUCH CIRCUMSTANCES CAUSE MATERIAL DEFICIENCIES IN THE PRODUCTS AND CONTINUE FOR OVER 30 DAYS, EITHER PARTY MAY TERMINATE ANY AFFECTED PRODUCT UPON NOTICE TO THE OTHER PARTY.

16. INDEMNITY

- 16.1. **OffSec Indemnity.** OffSec will indemnify Customer against Damages Customer incurs because of any third party claim that the Products or Materials infringe the Intellectual Property Rights of a third party in the locations where Customer is permitted by OffSec to use them, unless the Damage results from: (a) the combination of all or part of the Product or Materials with other products or technology not supplied by OffSec; (b) modification of all or part of the Product or Materials other than by OffSec or its subcontractors; (c) use of a version of the Product or Materials if OffSec has notified Customer of a requirement to use a subsequent version; or (d) a User's breach of its Agreement.
- 16.2. **OffSec's Remedial Options.** OffSec may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Customer to continue using the Product or Materials under Customer's Agreement; (b) replacing affected Materials with replacement(s) that do not alter the fundamental nature of the Product.
- 16.3. **Conduct of Claims.** OffSec's indemnification obligations in Section 16 are conditioned on the Customer: (a) providing OffSec with prompt notice of the details of the claim and, if OffSec requests it, control of the claim; (b) co-operating, at OffSec's expense, in the defence or prosecution of the claim; and (c) not making any admission or trying to settle any claim without OffSec's prior written approval. The Customer may participate, at its expense, in the defence of any such claims through legal counsel of its choice.

17. MISCELLANEOUS

- 17.1. **Notices.** Notices of breach of a party's Agreement by OffSec must be provided by email to management@offensive-security.com attn General Counsel. Any other notices to OffSec regarding any Product or a party's Agreement must be sent by email to orders@offensive-security.com. All notices to Customer will be provided by email to the Customer contact shown in an Ordering Document. All notices to

User who is not a Customer will be provided by email to the User Customer contact provided on Product registration.

- 17.2. **Choice of Law and Jurisdiction.** A party's Agreement and any dispute or claim relating to it will be governed by and construed under the laws of England and Wales. Each party consents to the non-exclusive jurisdiction of the courts of England and Wales to settle all disputes or claims relating to that Agreement.
- 17.3. **Injunctive Relief.** Nothing in this Agreement prevents OffSec or Customer from seeking an immediate injunction or similar remedy from any court of competent jurisdiction to prevent or restrain breaches of the Agreement.
- 17.4. **Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under its Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this Section shall be void. However, OffSec may, without consent, assign an Agreement or any rights granted in an Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with OffSec's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of OffSec or any similar business transaction.
- 17.5. **Third Party Rights.** Sections 6 (Usage Permissions and Restrictions), 7 (Intellectual Property and Feedback), and 12 (Confidentiality) benefit OffSec's Affiliates to the same extent as they would benefit OffSec. OffSec's Affiliates may exercise their rights directly or OffSec may exercise such rights on their behalf. Customer may exercise its rights under its Agreement against OffSec alone and not against OffSec's Affiliates. The parties to an Agreement may cancel or vary that Agreement in accordance with its terms without the consent of any third party.
- 17.6. **Severability.** If any part of an Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is impossible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of that Agreement.
- 17.7. **No Waiver.** If a party delays or fails to exercise any right or remedy under an Agreement, it will not have waived that right or remedy.
- 17.8. **Entire Agreement.** An Agreement contains the entire understanding between its parties regarding its subject and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case

OffSec Master Terms

relating to such subject. Each party acknowledges that in entering into its Agreement it has not relied on and neither party shall have any liability in relation to, any representations made by the other party not expressed in that Agreement.

- 17.9. **Amendment.** An Agreement may be varied only by a written amendment agreed by the parties to it although these Master Terms may be updated by OffSec from time to time.

18. DEFINITIONS AND INTERPRETATION

Affiliate – in the case of a party, any entity (which expression includes any limited or unlimited liability partnership) that, from time to time, is directly or indirectly controlling, controlled by, or under common control of that party. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

Agreement – (a) in relation to Customer, means the agreement between OffSec and Customer made up of an Ordering Document and these Master Terms; and (b) in relation to a User who is not a Customer, means the agreement between OffSec and User made up of these Master Terms.

Certificate – a course related examination pass certificate offered by OffSec or its Affiliates from time to time.

Confidential Information – the terms of an Agreement and other information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of that Agreement but excluding the information in Section 12.2 (Confidentiality Exceptions). In the case of OffSec, its Confidential Information shall include the content of the Products and the Materials.

Customer – the person or entity purchasing a Product under an Ordering Document.

Damage(s) - any loss, damage or cost.

Disclosing Party - a party who discloses Confidential Information, and a party’s Affiliates who disclose Confidential Information.

Effective Date – has the meaning given to it in Section 1.1.

FAQs – the FAQs from time to time found at <https://www.offensive-security.com/faq/>

including – shall be construed without limitation.

Interactive Services - features that allow Users to contribute content or facilitate interactivity among Users such as exploit or virtual machine submission, instant messaging, chatrooms, forums, polls or bulletin boards).

Intellectual Property Rights - database rights, design rights, moral rights, the rights in patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Master Terms – this document as amended from time to time.

Materials – all videos, sound recordings, lab or virtual machine content, information, data, documents, communications, downloads, e-mails, files, text, images, graphics, logos, publications, content, tools, reports, dashboards, resources, software, code, exploits, programs, associated media and products made available by OffSec or its Affiliates in connection with a Product.

OffSec – the Offensive Security entity issuing and accepting an Ordering Document.

Ordering Document – an OffSec digital or other registration or order form that describes Products to be supplied to Customer.

Personal Data - as defined in the General Data Protection Regulation ([EU](#)) 2016/679.

Price – amounts OffSec charges for the supply of a Product as specified or referred to in the Ordering Document.

Product(s) - any services or products OffSec supplies to Customer as set out in an Ordering Document.

Receiving Party - a party, or a party’s Affiliates, who receives Confidential Information from the Disclosing Party.

Site – www.offensive-security.com or any replacement OffSec website.

User – includes both (i) Customer; and (ii) any user of a Product who is not a Customer.

User Personal Data - the Personal Data provided to OffSec by or in relation to a User in connection with the Products.



OffSec Master Terms – Part B

The terms and conditions set out in Part B to the OffSec Master Terms apply to any Customer that is not an individual. Additional defined terms used in this Part B are defined in Section 8.

1. GENERAL

1.1. Precedence. If there is any conflict among any elements of Customer's Agreement, the descending order of precedence will be: Ordering Document, this Part B of the Master Terms and Part A of the Master Terms. Sections 6 (Usage Permissions and Restrictions) and 7 (Intellectual Property, Usage and Feedback) of Part A of the Master Terms take precedence over any conflicting term of that Agreement.

2. FLEX PROGRAM

2.1. Terms. The terms and conditions for OffSec's Flex Program can be found at <https://www.offensive-security.com/legal/Flex-Program.pdf> and are incorporated into the Master terms by reference.

3. PERFORMANCE AND COMPLIANCE

3.1. Affiliate Usage. If the Ordering Document states Customer may provide its Affiliate with access to the Products, Customer will ensure that such Affiliate complies with all provisions of Customer's Agreement applicable to Customer. Customer alone may enforce its rights under its Agreement against OffSec.

4. CUSTOMER USERS

4.1. User Registration. OffSec will notify Customer if any Customer User is not accepted as a User and the reasons why.

4.2. Master Terms. Customer will ensure that, when using any Product or Materials under the Customer's Agreement, Customer Users comply with Part A of the Master terms as Users. OffSec may exercise its rights under the Master Terms against and in relation to any Customer User. Customer Users will be required to agree to the Master Terms prior to using any Product.

4.3. Usage. Customer will provide OffSec with Customer User information as necessary to provide the Products and to verify compliance with the Customer's Agreement.

4.4. User Communication. OffSec may communicate directly with Customer Users.

4.5. User Substitution. In relation to any Product that is an online course, Customer may substitute one Customer

User for another, prior to the download of any related Materials by the original Customer User.

5. USAGE PERMISSIONS AND RESTRICTIONS

5.1. Usage. OffSec permits Customer to use only the Products and associated Materials set out in the Ordering Document for its own internal business purposes.

6. SECURITY

Customer will use reasonable efforts to (a) secure its computing environments according to generally accepted industry standards to ensure that the Products or Materials cannot be accessed by any unauthorised person or malicious software, and (b) remedy any security breach of which it becomes aware. Customer will notify OffSec promptly if it becomes aware of any security breach relating to the Products or Materials.

7. TERMINATION AND CONSEQUENCES OF TERMINATION

7.1. Termination for Breach. OffSec may in addition terminate Customer's Agreement under Section 11.2 of Part A of the Master Terms if a Customer User materially breaches its Agreement with OffSec.

7.2. Survival of Terms. Termination of Customer's Agreement will not affect a party's respective accrued rights and obligations. These Sections of Part B of the Master Terms will survive termination: 1.1 (Precedence) 4.2 (Master Terms) 7.2 (Survival of Terms) and 8 (Definitions), along with any others that by their nature should survive.

8. DEFINITIONS AND INTERPRETATION

Customer User – a User who at the time of using a Product is (a) employed by or contracting under the direction of, Customer; or (b) designated as a Customer User on the Ordering Document.