

CONTENT PURCHASE

GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR CONTENT.

THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND HACKTHEBOX REGARDING THE PURCHASE OF YOUR CONTENT BY HACKTHEBOX. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT SUBMIT ANY CONTENT TO HACKTHEBOX.

HTB MAY ACCEPT OR REJECT YOUR CONTENT AT IT'S SOLE DISCRETION. IF HTB DECIDES TO ACCEPT AND PURCHASE YOUR CONTENT THE FOLLOWING GENERAL TERMS AND CONDITIONS WILL APPLY:

You and HTB wish to enter into a relationship, whereby you submit your Content to HTB for evaluation, in order HTB to evaluate and determine whether to purchase such Content.

You understand and agree that during the evaluation process of your Content by HTB, you will be obliged to not share the Content with any third party.

You understand and agree that the submission of Content does not imply its acceptance and purchase by HTB.

You understand and agree that HTB has the right to test and inspect your Content for compliance with HTB's requirements.

You understand and agree that HTB may request modifications in the Content, in the event that the Content does not meet HTB's requirements, which remediation you agree to perform at your cost.

Content will not be deemed accepted until the SOW is signed between the parties.

DEFINITIONS.

- (a) "HackTheBox", "HTB" means HackTheBox Ltd, a company registered in England & Wales under company number 10826193 with offices at 38 Walton Road, Folkestone, Kent, United Kingdom, CT19 5QS
- (b) "Content Creator" or "You" means the developer of Content;
- (c) "Content" means content in digital form for pen-testing training purposes (vulnerable virtual machines, challenges etc.) developed by you;
- (d) "Derivative Works" means revisions, enhancements, elaborations, or other modifications of and to the Content.
- (e) "Website" means the HackTheBox website (www.hackthebox.eu) and all its affiliated websites and platforms.
- (f) "Terms" or "Agreement" means these General Terms and Conditions of Content Purchase

1. REPRESENTATIONS AND WARRANTIES

1.1. You represent and warrant that:

- (a) you are fully authorized and empowered to enter into this Agreement, you are more than eighteen (18) years of age or you are legally considered an adult in the State or Country where you reside;
- (b) you have read, understood and agree to be bound by these Terms;
- (c) your performance of the obligations under this Agreement will not violate the terms of any intellectual property rights, confidential information, non-compete or similar agreement between you and any other third party to this agreement;
- (d) the Content is your original work and has not been copied wholly or substantially from any other source and its exploitation will not infringe on any copyright, patent, trade secret or other intellectual property right or interest of any third party;
- (e) you have all the necessary rights, titles and interests in and to the perform your obligations under this agreement;
- (f) you have not and licensed or assigned any of the intellectual property rights to the Content to any third party and is free from any security interest, option, mortgage, charge, or lien;
- (g) Content will not contain any material that is considered scandalous, defamatory, libellous, obscene, offensive, or otherwise illegal under any EU, Federal National, Regional or Local Law or in violation of any third-party rights.
- (h) Content will not contain any harmful software, files, scripts, agents or programs that may interfere with or disrupt the integrity or performance of, or attempt to gain unauthorized access to, and in general affect in any way HTB's Website, Services, the data contained therein, HTB's related systems or networks, or the systems or networks and the data of a third party.
- (i) you will not submit or share the Content to any third party while the evaluation procedure is ongoing;
- (j) you will not develop, sell or market etc any identical or sufficiently identical Content or Derivatives Works of the Content for and to any third party.

2. OWNERSHIP AND IP RIGHTS OF THE CONTENT

- 2.1. You and HTB agree that the Content is "work made for hire" within the meaning of the Copyright Act as amended from time to time, and that the Content is the sole property of HTB. You agree and acknowledges that HTB's ownership of the copyright to the Content is absolute and worldwide, and that HTB shall have the right to transfer, sell, assign, license and otherwise exploit the Content and any derivative works, in any style, manner, medium or format. The sole consideration paid by the HTB for the rights hereunder shall be the monetary payment by HTB to you
- 2.2. Assignment. Should any arbitrator or court of competent jurisdiction or otherwise, ever hold that the Content or materials derived from your past or future contributions to the HTB do not qualify as "work made-for-hire" under applicable law, you hereby irrevocably, unconditionally and without further compensation, assign to the HTB and agree that HTB shall be the sole and exclusive owner of, all right, title and interest in and to the Content and all materials, and any

and all related patents, copyrights, trademarks and tradenames and any other proprietary rights arising therefrom.

- 2.3. You reserve no rights with respect to any such materials, and hereby acknowledge the adequacy and sufficiency of the compensation paid by the HTB to you for the Content and materials and the contributions that you have made and will make to the development of any such information or materials.
- 2.4. To the extent that you own or control (presently or in the future) any Intellectual Property Rights that block or interfere with the rights assigned to HTB under this Agreement ("Related Rights"), you hereby grant or will cause to be granted to HTB a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the HTB to exercise all of the rights assigned to the HTB under this Agreement.
- 2.5. Moral rights. You waive absolutely and irrevocably any moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Content and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the world. To the extent that you are not the sole author of the Content, you shall provide HTB with written waivers from all joint or co-authors in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Content and, as far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.
- 2.6. HTB reserves the sole and absolute right: (i) to publish or not to publish the Content, in whole or in part; (ii) to publish the derivative work and (iii) to make such changes, alterations, deletions, or corrections to the Content as it deems appropriate.
- 2.7. Upon request, you will sign all applications, assignments, instrument, and papers and perform all acts necessary or desired by HTB to assign the Content fully and completely to HTB and to enable HTB, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of the Content at no charge to the HTB.
- 2.8. You agree that any Derivative Works would fall within the scope of these Terms and Conditions and as such be covered by these Terms and as part of the HTB's original payment to you.

3. PAYMENT

- 3.1. HTB will pay you, in the agreed upon currency, the fees specified in the Website (<https://app.hackthebox.eu/machines/submit>), and in the relevant SOW – that will be signed by you, upon you Content reaches the "provisionally accepted" status - as full and complete compensation for the Content accepted by HTB and any and all rights granted to HTB. The evaluation of your Content's quality (difficulty and complexity) is subject to the HTB's sole discretion. Parties acknowledge that such compensation is fair and adequate compensation for the purchase of Content.
- 3.2. HTB shall not be responsible for any kind of taxes derived from your net income or for the withholding and/or payment of any kind of income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to you.
- 3.3. You will comply with all reasonable invoicing procedures communicated by HTB and you shall provide all requested paperwork and documentation.

4. INDEMNIFICATION.

- 4.1. You shall indemnify, protect, and hold HTB, its officers, employees, and agents harmless from any and all claims, liability damages, losses, expenses and costs of every kind, including reasonable legal fees, related to or arising from:
 - (a) any taxes or other payments owned by you to any governmental agency as a result of the Content purchase hereunder, any compensation owned to any of your employees or subcontractors for services provided hereunder, or any determination that you are not an independent contractor; and
 - (b) any claim by a third party that the Content or materials provided hereunder infringes or misappropriates a copyright, patent, trade secret or other intellectual property right or any other right of such third party.
 - (c) any violation of any applicable Law and regulation by you.

5. CONFIDENTIALITY.

- 5.1. In the course of providing services hereunder, you may have access to confidential and proprietary information and materials of HTB or its clients (Confidential Information). Confidential Information includes and is not limited to, marketing data, financial information, customer data, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information which provides HTB or its clients with a competitive advantage.
- 5.2. Confidential Information shall be held in confidence and not be disclosed or used by the you to any third party without HTB's prior written consent, except if required by law. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information.
- 5.3. Upon HTB's request, you shall return to HTB or destroy any and all Confidential Information. This section shall survive the expiration or termination of this Agreement.

6. MISCELLANEOUS

- 6.1. Notices. Unless another email address is specified in writing by the parties, all notices and communications shall be delivered at the following email addresses:
 - (a) For HTB: legal@hackthebox.eu
 - (b) For You: the email you provided in the SOW
- 6.2. You and HTB are independent contractors and nothing contained in this Agreement shall be construed to place you in the relationship of partners, principal and agent, employer/employee or joint ventures.
- 6.3. If any term in this Agreement is invalid or illegal or unenforceable, it shall be reformed to the maximum extent allowed by law as closely as possible to the invalid or illegal or unenforceable term and shall not affect any other term in this Agreement.
- 6.4. All terms are material terms of this Agreement.

- 6.5. This Agreement shall be binding on and shall inure to the benefit of each party, its successors, and assigns. The rights and obligations hereunder shall not be assignable or transferable by either party without the prior written consent of the other party.
- 6.6. The parties irrevocably agree that this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 6.7. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment, or waiver is to be asserted.