



## Overview

As part of the Beta Program, you'll get several benefits:

- Ability to influence our product's feature roadmap to solve your own challenges and pain points.
- Influence the type of honeypots we develop to match your own infrastructure/interests of your customers'.
- Influence what integrations we build first.
- Priority ticket access to events ran by us.

What we want from you:

- Use us day-to-day, put our data and TI to the test.
- Share feature requests and feedback on our releases.
- Provide regular feedback calls with your team.
- Spread the word.

As a thank you, once we release our full version, we'll give you 50% off our public pricing, forever...

Furthermore, at the end of the contract if you're not happy with our development progress, we'll give you a full refund of your joining fee!

We offer 2 types of Beta Tester agreements, a PERSONAL account for individuals and a ORGANISATION agreement for businesses and organisations representing multiple people.

## Terms and Conditions

This agreement is made between the “service provider”, with details listed below and the “customer”, with details listed below.

- Service Provider:
  - Name: HoneyPotDB Ltd
  - Of Address: DiSH, Heron House, 47 Lloyd St, Manchester, M2 5LE, United Kingdom
- Customer
  - The individual or organisation who is accepting this agreement.

This agreement will come into effect from the date listed in the ‘start date’ and last until the ‘end date’.

For the purposes of this agreement, the below terms have the described meanings:

- “product” – means the service provider’s SaaS Cyber Threat Intelligence platform, currently in an early-access beta phase.
- “start date” – means the date the customer accepted this agreement.
- “end date” – Means the date in which the customer deletes their account.

### 1. Service Level Agreements (SLA)

As the beta program is designed to be a collaborative endeavour to improve HoneyPotDB’s product offering and value offered to the customer, both parties will have the responsibilities as below:

- a. The service provider has the responsibility to:
  - i. Keep the customer updated with progress and developments of the product on monthly basis via the HoneyPotDB email newsletter. The customer will be automatically enrolled onto this newsletter after signing this agreement and can opt out at any time.
  - ii. Provide the customer with access to early versions of the product (at the discretion of the service provider).
  - iii. Provide the customer with opportunities to influence the product’s feature roadmap. This will allow the customer to suggest new features or weigh in on the priority of features on the roadmap, including the order in which they’re developed. The order of and what features are on the roadmap remain entirely in the service providers control, with the customer’s input remaining only as a suggestion. This influence can be expressed by the customer during feedback sessions or via email.
  - iv. Provide the customer with opportunities to influence the product’s honeypot development roadmap. This will allow the customer to suggest honeypot types or weigh in on the priority of honeypot type development on the roadmap, including the order in which they’re developed. The order of and what honeypot types are on the roadmap remain entirely in the service providers control, with the customer’s input remaining only as a suggestion. This influence can be expressed by the customer during feedback sessions or via email.
  - v. Provide the customer with opportunities to influence the product’s integrations development roadmap. This will allow the customer to suggest integrations or weigh in on the priority of integration development on the roadmap, including the order in which they’re developed. The order of and what integrations are on the roadmap

## HoneyPotDB Service Terms and Conditions

remain entirely in the service providers control, with the customer's input remaining only as a suggestion. This influence can be expressed by the customer during feedback sessions or via email.

- vi. Keep the customer informed of any events that the service provider organises and offer any early-access tickets to the customer before general tickets are offered to the public (At the discretion of the service provider). This will be provided to the customer via email or other means.
- b. The customer has the responsibility to:
  - i. Join the service provider's 'Customer Advisory Board', requiring them to
    1. Provide regular feedback regarding the development of the product and releases.
    2. Share suggestions for product features, honeypot types and integrations.
    3. At the customer's discretion, share what security tolling/technologies and methodologies they use to help steer the service provider's product in the right direction.
  - ii. At a minimum, this will be via a quarterly email convocation but can be via other means and more frequent.
- c. Due to the early access nature of this program, both parties agree that there will be various limitations of the service, and considerations to be made, including that:
  - i. The product's capabilities may be very limited, and development may progress slower than expected.
  - ii. The customer may not receive any access or logins to the product until a time in which this capability has been developed and released to them by the service provider.
  - iii. The customer may not see or receive any output of value from the product as it's still in development and capabilities are being developed.
- d. The development of some features of the product may be sponsored by the customer. This will may increase the priority of a feature and allow the customer further to influence of the scope of the feature. This will be at the discretion of the service provider and be subject to a different agreement.
- e. Some features of the product may be reserved for specific customers, and not provided to other customers. This will be at the service providers discretion.
- f. The customer must not scrape data from the product in a way that is deemed damaging (a judgment made at the discretion of the service provider). The customer must only consume the product, its data, and outputs in accordance with the customers regular day-to-day operations.

## 2. Limitations of Liability, Guarantees and Accuracy

- a. As the service provider's product is in early access no guarantees are made as to the uptime and availability of the product.
- b. No guarantees are made as to the quality of the product and the accuracy and completeness of data within, intelligence or output generated by the product.
- c. The service provider is not responsible for any actions taken by the customer when using data/intelligence or other output generated by the product. These actions are done entirely at the customer's own discretion and the service provider takes no responsibility,

## HoneypotDB Service Terms and Conditions

- d. The service provider is not responsible for any alerts, incidents, compromises, breaches, loss of profit, loss of sales, loss of opportunity that the customer may encounter, even if the product was involved in any decision-making processes, defences, or detections etc used by the customer.

### 3. Data Collection, Storage and Security

- a. The customer gives permission for the service provider to collect the customer's personally identifiable information and other data for the purposes of providing the services and product to the customer, billing, support, marketing, and usage analytics.
- b. This collection of customer data will be subject to the service providers privacy policy which can be found on the service providers website.
- c. The customer gives the service provider permission to aggregate this data in an anonymised form for analytics purposes.
- d. The service provider has security controls in place to ensure the security of the customers data in transit and at rest, this is including restriction of user access to the data, restriction of network access to the data, encryption in transit and encryption at rest. These security controls are implemented in line with what is industry standard and commercially viable.
- e. The customer's data may be transferred overseas to systems within the service provider's control.

### 4. Intellectual Property (IP)

- a. The customer agrees that any data or intelligence within the product and any data, intelligence or other outputs either generated or output the by the product are considered the service providers intellectual property.
- b. The service provider will own any intellectual property created by the customer where the service provider's product is used, such as, but not limited to intelligence reports and threat detection rules.
- c. The product and its code, algorithms, procedures, and marks are considered the service providers intellectual property.
- d. The customer cannot distribute, disclose to a third party, re-sell, re-package, rebrand, modify, or create derivatives of the service providers intellectual property without the service provider's prior consent.
- e. The customer cannot share any of the service providers intellectual property outside of the customers organisation without the service provider's prior consent and must ensure that adequate security controls are in place to prevent this from happening.
- f. The customer cannot share any of the service providers intellectual property with intelligence sharing organisations, consortiums or intelligence sharing tools without the service provider's prior consent.
- g. The customer cannot reverse-engineer, develop/outsourcing the development of a similar or competing product to that of the service provider's, either for internal use, for commercial purposes or to distribute freely.
- h. Termination or expiration of the agreement will result in any access the customer has to the service provider's intellectual property being revoked.

## HoneyPotDB Service Terms and Conditions

- i. The customer gives permission for the service provider to collect and use some of the customer's intellectual property for the purposes of providing the product and related services.
  - i. This intellectual property includes brand marks, profile images, infrastructure diagrams and used vendor information.
  - ii. This intellectual property will be provided at the customer's discretion.
  - iii. The customer agrees that not providing this intellectual property may affect the level and quality of service that the customer and product can provide.
  - iv. The service provider agrees that this intellectual property will not be used for unlawful purposes and won't be re-distributed or resold.
- j. The customer will be responsible for any damages incurred to the service provider as a result of any breaches of these intellectual property clauses.

## 5. Access to the product and End User Licence Agreement (EULA)

- a. During the agreement, the service provider may provide the customer with access/logins to the product.
  - i. Access to the product will be managed by the service provider's authentication system.
  - ii. The number of users provided to the customer will be determined by the service provider. Additional users may be required and may be subject to other terms and conditions at the discretion of the service provider.
  - iii. The customer will not give access to the product to any other user, organisation or individual outside of the customer's organisation.
  - iv. All individual users of the product may be required to agree to further terms and conditions and/or end user licence agreements when registering or logging into the product.

## 6. Non-disclosure

- a. The customer will not disclose any pricing, capabilities, bugs or limitations of the product to any other third party that is not already considered public information or publicly released by the service provider without the service provider's prior consent.

## 7. Agreement considerations

- a. Information within the 'Overview' section and on page 2 of this document is not to be considered part of the agreement terms.
- b. The service provider reserves the right to modify this agreement and the terms within it at any time. In such case, the service provider may choose to require the customer to sign an amended agreement and will notify the customer and provide 30 days to re-sign an amended agreement.
  - i. If the customer chooses not to re-sign or does not re-sign within the 30 days the service provider may choose to exercise their termination rights as defined in section 9.a.

## 8. Types of accounts and users

- a. The service provider offers several different types of accounts for the product, each account type is targeted at different types of customers and may impose additional agreement terms, depending on which type of account the customer is signing up for.

These account types and their additional terms are:

i. PERSONAL

1. For use by an individual person only and must not be used by an organisation unless otherwise granted by the service provider.
2. NOT applicable for a Discount Benefit.
3. NOT applicable for a Refund Benefit.

ii. ORGANISATION

1. For use by a business or organisation.
2. Applicable for a Discount Benefit.
3. Applicable for a Refund Benefit.

## 9. Payment and discounts

- a. The customer may be required to pay a 'joining fee' to access the beta program and service providers product, this is at the service providers discretion.

i. The amount will be agreed upon by the service provider and customer.

- b. Upon signing this agreement, and if the amount is not equal to 0, the service provider will send the customer an invoice for the defined amount.

i. This invoice will be sent to a billing information contact provided by the customer separate from this agreement.

ii. The customer agrees to pay the invoice via the payment methods supplied by the service provider on the invoice or provided by alternative means.

iii. The service provider may choose to waive the customer's 'joining fee' or set it to £0, such as in favour of a partnership agreement. The service provider may propose alternative payment terms in this case. This is at the discretion of the service provider.

- c. Any access, benefits or responsibilities defined in this agreement will only come into effect after both the agreement has been signed and the invoice paid by the customer.

- d. After the normal expiration of the agreement, the customer may be entitled to the benefit of a 50% discount on any publicly advertised pricing of the service provider's future products, this is referred to as the 'Discount Benefit'. This benefit will last in perpetuity after the normal expiration of this agreement.

i. This benefit on only applicable to certain account types, as defined in section 8.a.

ii. This excludes discounts to any subsequent beta tester agreements.

iii. This is only 'full' 'non-beta' versions of the product released by the service provider in the future.

iv. This discount may also be applied to any custom non-publicly advertised pricing at the discretion of the service provider.

v. The service provider reserves the right to revoke this benefit at any time should it be deemed not commercially visible for the service provider to offer, at the discretion of the service provider

## HoneypotDB Service Terms and Conditions

1. In this case, the service provider will give the client 30 days notice prior to the normal expiration of the agreement.

### 10. Termination

- a. The service provider reserves the right to terminate this agreement at any time during the agreement duration, providing the customer with a 30 days notice of termination.
  - i. The service provider will refund the customer for the remaining number of months left on the agreement duration, with 1 month being equal to 1/12<sup>th</sup> of the amount paid by the customer.
- b. The customer may terminate this agreement at any time during the agreement duration by providing the service provider with a 30 days notice of termination.
  - i. The service provider will not provide any refund in this case.
- c. Upon the normal expiration of this agreement after the duration, the customer may be offered a new service agreement at the discretion of the service provider.
- d. The service provider may terminate this agreement with immediate effect in response to non-payment or chargeback of payment by the customer.
- e. Upon termination or expiration of this agreement, the customer will lose all access to the product and any benefits provided by this agreement, including any subsequent discounts, unless otherwise stated by new service agreements.
- f. Upon expiration of this agreement, if the customer is not satisfied with the development progress of the product or the commercial direction of the product or service provider, they may request a full refund of their joining fee, this is referred to as the 'Refund Benefit'.
  - i. This benefit is only applicable to certain account types, as defined in section 8.a.
  - ii. This must be explicitly requested by the customer and will not automatically be given if the customer chooses not to enter further agreements with the service provider.
  - iii. The customer must give detailed feedback to the service provider that explains why they are unsatisfied with the product so that the service provider can work on improvements.

### 11. Declaration of agreement

By declaring their acceptance and/or agreement when prompted in the product, both the service provider and the customer understand and agree to the terms and conditions set out in this agreement.