



ZAIUX End User License Agreement

Software: ZAIUX

Producer: Pikered S.r.l.

Version: v.01.2022

Subject: personal, limited, and non-transferable right of use of the ZAIUX Software

Date: 25.03.2022

0. TERMS AND CONDITIONS OF AGREEMENT

The exclusive, personal, and non-transferable right of use of ZAIUX during the subscription period is subject to acceptance of the following terms and conditions of agreement.

This agreement is reserved for professional users and purpose. By concluding this agreement and/or starting the software, you declare and guarantee that you are not a consumer.

The User and/or his legal representative must be aged at least 18 and must have reached the age of majority according to the Law of his State of Legal Residence. If you are using the Software on behalf of a corporation or company (defined here as "Company"), you must be duly authorized to represent the company and agree to the Terms and Conditions of this agreement on its behalf. By concluding this agreement and/or using the Software, you declare and guarantee that you fulfil all requirements needed to this aim.

By clicking on the „I agree“ button when using the software, the user agrees to be bound by the terms and conditions of this agreement. If you do not agree to the terms of this agreement, do not click on the "I agree" button, and do not use the software.

Until you agree to the terms and/or, if it is previously necessary, insert the license code, you shall not be allowed to use the software and the service shall be disrupted.

In order to access the software, receive the Updates and other „Subscription Services“ specifically granted in this agreement, you will need to activate your access to the software through the registration. A valid and active email address is required to complete the registration and receive further legal instructions.

Access to ZAIUX is granted under a personal, time-limited, and non-transferable license by Pikered SRL. The Software can be used within the limits of and in compliance with the terms and conditions of this agreement.

The software interface and the generated reports shall exclusively be written in English.

1. SUBJECT OF THE AGREEMENT

- 1.1 This Agreement regulates the right of use of ZAIUX (defined here as "Software"); this right is strictly personal and limited to the subscription period. It is also conventionally defined as "License", in order to obtain a Report, which contains the identified and/or exploited vulnerabilities together with the related countermeasures ("Remediation Plan") in the User's IT-System, within the limits of the template available at the following link https://www.pikered.com/wp-content/uploads/2021/09/report_Template_ZAIUX_software.pdf, and on the basis of the following instructions. The Software and all its components, as well as all programs and applications necessary to provide the Software, shall remain the exclusive property and availability of the Producer, who is the one and only owner of the economic exploitation rights.
- 1.2 Software components and applications to which access is granted with the only purpose of making the execution of the Penetration Test possible, shall remain the exclusive property of Pikered, as this agreement and its content are not intended to promote a sale.
- 1.3 Pikered Srl and its sub-suppliers shall be each the owners and holders of the respective ownership rights of the trademarks, industrial securities, patents and all other respective copyrights and intellectual property on the Software, the applications, the services and the documents and they keep all respective rights which are not explicitly granted in this Agreement.
- 1.4 The User recognizes that he has by no means taken part in the development of ZAIUX, of the Software and of its software and application components, thus waiving to claim any rights on these ones.
- 1.5 The right to use ZAIUX, which is limited to the Subscription Period and defined here as License, is granted personally to the User, who is considered as an end user of professional nature. The specific features related to this type of end user are decisive for the consent.
- 1.6 The License is provided to the User by a Licensee, who can be the User himself in case he was in possession of the specific Subscription for ZAIUX license Manager.
- 1.7 The use of the Software and of its software and application components is non-transferable nor marketable in any way. It is limited to the purpose of testing the security status of a single IT infrastructure (defined here as "Infrastructure") which is owned by the User or by the Company that authorized the User to use the Software and with which the pool of IP addresses, identified and indicated in the license request phase, is associated.
- 1.8 The User is by no means allowed to use ZAIUX as well as each one of its software or application components in IT-systems owned by another subject, with or without a consideration and as a part of a more complex Software.



- 1.9 By accepting this Agreement, the User agrees not to rent, lease, grant the use and sublicense ZAIUX, not to use ZAIUX components separately, not to exploit ZAIUX for any commercial purpose to provide services to third parties, with exclusion of the Licensees. Furthermore, the User agrees not to perform any reverse engineering procedures, decompile, modify, translate, disassemble, expose the source code, nor to create any derivative works from any parts of the Software. The User accepts and agrees not to let any third parties benefit from the use or the features of ZAIUX and of the Software through timesharing, office services and other arrangements. He also agrees not to encourage any conduct that would constitute a criminal offense nor to engage in activities that otherwise interfere with the use and enjoyment of ZAIUX and of the Software by others. Furthermore, the User agrees not to use ZAIUX and the Software to track or monitor the location and activities of any individual without their explicit consent.
- 1.10 Given the nature, the subject matter, and the limitation of the right of use covered by the Agreement, any violation of the previous sections 1.5, 1.6, 1.7, 1.8, 1.9 shall result in the immediate and automatic termination of the Agreement and, in any event, Pikered's immediate right of withdrawal. The termination implies the immediate revocation of the license, and in any event Pikered shall not be required to a full or partial refund of fees that have already been paid but not yet (fully or partially) enjoyed.
- 1.11 The use of ZAIUX is conditional on the registration of the Infrastructure's pool of public IP addresses, and this represents the only access point to a single license. Any change of the IP address will result in the Software and its components' failure to work and in the impossibility to reactive it. Reasoned requests to update the pool of IP addresses, addressed to the licensee (if different from the end user), may be considered, if these requests ensure respect for the limitations mentioned in the previous sections and they do not result in the Software being used on a series of IT-systems not directly associable to the customer.
- 1.12 The subscription services exclude any project management activities, risk assessment activities and the employment of any support or consulting activities that do not relate to the ZAIUX system as well as any activities on different operating systems, system software and applications.

2. FEATURES OF ZAIUX

- 2.1 ZAIUX is a completely automated **Internal Penetration Test** solution for IT infrastructures which, thanks to the use of Artificial Intelligence and Machine Learning, performs automated hacking processes. From the automated execution of the Internal Penetration Test, through the Software, the customer obtains a Vulnerability Report that has the features and constraints described below and is available at the link mentioned above.
- 2.2 **Features and functioning.** ZAIUX is composed of two software components: a **Virtual Machine (VM)**, locally installed on the user's IT-system, and a **Web Service (Saas)**, which is provided through a remote cloud platform, with which certain data necessary for the execution are exchanged. Installing and using the Virtual Machine, as well as the interface, starting the program and managing the options described in the user's manual shall be exclusive responsibility and task of the User.

2.2.1. **VM** The locally installed application automatically collects and processes the data useful for its execution, which are related to the business networking (MAC and IP private addresses, operating system families and versions, communication ports), to the Active Directory structure (users and security groups), credentials identified during the Penetration Test, information concerning the real-time network traffic and content of shared folders. All data cover only to the single "scope/Job" that is defined by the User during the configuration, necessary for the execution. Any other type of data is not subject to scanning nor analysis by ZAIUX. The collected data may be used for the purpose of ethical hacking related to the Software in question, and they shall not be shared with other application or internal users in the User's network, nor outside the network. Exceptions are certain data, appropriately pseudonymized and encrypted, that must be transmitted to the Web Service (SaaS) for the execution of the Software and are described in 2.2.3. After generating the final report, all collected data are permanently deleted and shall by no means be retrieved by Pikered, nor by the User, who shall not be allowed to ask any copy of them.

2.2.2 **Web Service (SaaS) – [remote cloud platform].** To perform actions necessary to the Penetration Test progression, the locally installed application (VM) sends some data to a Web Service Software (SaaS), which is located in a cloud provider in the European Union. The data are protected through pseudonymization, and the transmission takes place via HTTPS protocol, with TLS/SSL encryption protected by a Trusted Certificate. The server on which the data is written and processed is protected by defensive mechanisms that meet all the security standards for data protection.

2.2.3. **Type of processed data.** The data sent from the VM component to the Web Service relate to the HASH codes of the credentials identified by ZAIUX, as well as information concerning the Hosts, which are useful to determine the following phases of the Penetration Test execution. The use of pseudonymization ensures that these data cannot be traced back to the specific users or hosts to which they refer, and after the necessary processing any link to their source is deleted. The following data regarding the Infrastructure are stored in the Web Service (Saas) for the duration of the relationship between Pikered and the User: public IP (or public IP pool) and license key, which are necessary for protection and authentication mechanisms. Furthermore, in the same period, data regarding the administrative references of the company where ZAIUX is installed may be stored, if inserted by the Licensee.

2.2.4 **Data accessibility.** The information obtained from the Software will not be available to the Producer, as being it object of an automated process. At the end of the License period, any information resulting from the Penetration Test will be automatically and permanently deleted and cannot be recovered by the User, if not saved on his own systems during the License period. The only exceptions are the final reports, which will remain accessible locally from the ZAIUX web interface.



2.2.5 The owner of the Infrastructure remains solely responsible for the security of its IT infrastructure. Pikered cannot be held responsible for any authorized or non-authorized access to the Infrastructure by third parties, which consequently will appropriate data obtained and processed by ZAIUX.

- 2.3 **Attacks performed by ZAIUX.** The Penetration Test performed by ZAIUX includes different types of Cyberattacks. The purpose is highlighting vulnerabilities of the network thanks to a generated report, based on the MITRE ATT&CK® framework, which points out possible mitigation actions regarding such vulnerabilities.
- 2.4 No guarantee is given about the absence of further vulnerabilities which have not been identified, about the effectiveness of the countermeasures taken in the light of the given recommendations and about the complete protection by attacks which have proven to be unsuccessful during the Penetration test and which therefore are not included in the report.
- 2.5 Here below is presented a list of the possible attacks performed by ZAIUX, indicative and subject to constant changes and updates. Further information is available at the following link: <https://attack.mitre.org/techniques/enterprise>. The execution of all mentioned attacks by ZAIUX is not guaranteed:

- 2.5.1 LLMNR POISONING and NTLM RELAY
- 2.5.2 PASS THE HASH & PASS THE TICKET
- 2.5.3 KERBEROASTING
- 2.5.4 HASHDUMPING
- 2.5.5 HASHCRACKING
- 2.5.6 VULNERABILITY SCAN
- 2.5.7 REMOTE COMMAND EXECUTION
- 2.5.8 PRIVILEGE ESCALATION
- 2.5.9 LATERAL MOVEMENT
- 2.5.10 CREDENTIAL STUFFING
- 2.5.11 PASSWORD SPRAYING
- 2.5.12 KERBEROS DELEGATION
- 2.5.13 AD EXPLOITATION THROUGH AD OBJECT MISCONFIGURATIONS AND DELEGATION
- 2.5.14 HIPS & AVs Bypass
- 2.5.15 UNPATCHED SERVICES EXPLOITATION
- 2.5.16 UNSECURED CREDENTIALS

2.6 DISRUPTIONS AND EFFECTS OF PENETRATION TESTING OR ZAIUX EXECUTION

The Penetration Test performed by ZAIUX exploits the most transparent techniques which do not interfere with the normal functioning of the target network. However, as it happens during a normal Penetration Test performed by a human being, the IT-System detecting an intrusion attempt may adopt “defense” reactions and consequently activate locking mechanisms. Therefore, disruptions may occur, due both to the activity of ZAIUX and to a reaction of the installed cyber-defense systems. The defense systems and the resulting reactions will not be previously reported, and they will not be knowable or assessable by Pikered. The User assumes the responsibility for assessing the possible consequences of the Penetration Test execution on the Infrastructure.

2.7 Assumption of Liability by the User

By using ZAIUX, the User understands and agrees that the risks described above may occur and they should be assessed in advance by the User’s own consultant. It is the User’s responsibility to use ZAIUX knowingly, with programming and under the supervision of the IT Manager and the Infrastructure System Administrator. They can interrupt the execution of ZAIUX and its program components and undertake the possible actions necessary to restore the normal functioning of the network and of the services that could be compromised. To this aim Pikered’s intervention is not necessary nor can it be requested; Pikered does not provide such service, which is not included in this Agreement, and declines all responsibility in this regard.

- 2.8 **Assistance.** In the event of malfunctioning in the ZAIUX application (i.e. malfunctions in the user interface, anomalies in the execution, crash), the User has the right to request technical assistance through the Licensee thanks to a ticketing system. Pikered agrees to take care of such requests within the limits established in the assistance contract.
- 2.9 **Notifications** ZAIUX is equipped with an automatic notification feature. A mail including the report is sent at the end of each Penetration Test to one or more email addresses that are (optionally) inserted by the User. No messages are sent to additional addresses, and it is the User’s responsibility to specify exclusively addresses of people with authorization to view the report, which shall be considered as a confidential document including potentially sensitive data.

- 2.10 **Report – OUTPUT.** To better explain the result that the User can obtain by using ZAIUX, the link above mentioned gives access to a facsimile of the report generated by ZAIUX at the end of each Penetration Test, with the aim of providing an insight about the type and the level of information that can be found in it. Such report shall only include indications about successful attacks, while it shall not include indications, which cannot be claimed by the User, of every single operation or attack that have not revealed, as performed, any vulnerabilities.

- 2.11 ZAIUX shall not include and Pikered shall by no means be allowed to provide any information of any nature, quality or deepening different from those included in the given facsimile. The report and the data on which it is based are not accessible to the Producer.



- 2.12 The Report provided by ZAIUX is limited to attest that the Infrastructure revealed specific vulnerabilities, following the execution of specific attacks, performed according to a precise procedure. Pikered does not guarantee instead that the Infrastructure does not reveal additional vulnerabilities, other than the identified ones.
- 2.13 Pikered does not guarantee any features or result other than those described in this section 2.

3. TECHNICAL REQUIREMENTS AND INSTALLATION

The correct functioning of the Software and of all its components is guaranteed exclusively in case Your system meets the following requirements:

- 3.1 Hypervisor: VMware vSphere >= 5.5, VMware Workstation, VMWare Player, VMWare Fusion, Oracle VirtualBox
- 3.2 CPU: 4 vCPU or higher
- 3.3 RAM: 8GB or higher
- 3.4 HDD: 32GB or higher
- 3.5 LAN: 1 Gigabit Ethernet or higher
- 3.6 Active Directory Domain present in the scope of each Penetration Test

4. UPDATES AND UNILATERAL CHANGES

4.1. ZAIUX software and application components require Updates to function properly. Updates may relate to bug fixes or be new models, new categorization, definitions or rules for control elements and minor development of software, applications or accompanying documents. ZAIUX Updates will be made available and used during the Subscription Period under the terms of the Agreement between the parties. Any changes made to the Software, to the software and applications whose use is granted through the license subscription are subject to the conditions and limits of this Agreement and to the additional conditions of which acceptance will be requested when updating.

4.2. The possibility to use ZAIUX and to update the related Software and applications is subject to acceptance of the general terms and conditions of agreement in force at the installation date of such updates.

4.3. The Updates will replace parts of ZAIUX as well as of its software and application components, previously included in the license. Pikered shall be committed to notify you about significant changes in the Software or in the terms and conditions of this Agreement, by sending e-mails to the address inserted during your registration.

4.4. For safety, updating and maintenance purposes too, Pikered reserves the right to modify ZAIUX and each one of its features or components, as well as to temporarily suspend the possibility to access and use ZAIUX. Pikered agrees to notify reasonably in advance the planned disruptions of service and to promptly notify the User about extraordinary and unplanned disruptions.

4.5. Pikered does not assume any obligation to (i) provide updates, (ii) continue to provide or enable any application-specific features and/or functions to the user, or (iii) to guarantee the functioning of outdated versions of ZAIUX. Furthermore, the User agrees that all updates shall be (i) considered as an integral part of the application, (ii) subject to the terms and conditions of this Agreement and (iii) necessary for the proper use and functioning of the application. To guarantee the Software's functionality and the safety, the User understands that the Software and its software and application components may be disrupted or suspended due to maintenance, reviewing, updating, migration, improvement and security activities that may be necessary or appropriate to carry out.

5. DURATION – SUBSCRIPTION PERIOD

5.1. The duration of the agreement, also "Subscription Period", is defined with each User, in accordance with the provisions laid down at the time of issue of the License.

5.2. The credentials provided to the User, after the conclusion of the agreement, shall allow to use and access the Software and its application components only for the duration period mentioned in the above point, except for functions regarding the access to reports generated during the validity period of the license.

5.3. There shall be no automatic renewal rights.

6. LIMITATION OF LIABILITY

6.1. Pikered guarantees to have the power and the authority to grant the User License for Zaiux to the User-Customer. Except for the warranty here stated, ZAIUX and the related software and application components are provided "AS IS" and Pikered disclaims all other expressed or implied warranties, including, without limitation, any implied warranties of merchantability, performance, or fitness for a particular purpose. Pikered does not warrant that the use of ZAIUX made by the Customer will be uninterrupted or error-free.



6.2. By accepting to use ZAIUX, the User declares to understand the possible consequences of executing an Internal Penetration Test on the Infrastructure. In addition he accepts the possible disruptions and consequences described as an example at the point 2.6 above, exempting Pikered from any liability.

6.3. Pikered or its sub-suppliers shall by no means be liable to the User (i) for any loss or damage resulting from the execution of an Internal Penetration Test and of the attacks described in these general conditions of contract, (ii) for damages resulting from disruption of activities, and potential economic loss resulting from the execution of ZAIUX or (iii) for any loss or consequence resulting from the failure, suspension, or disruption of the execution of ZAIUX.

6.4. Such limitations shall apply also in case Pikered is aware or has been warned that such damages were possible, regardless of the source of warning, be it the contract, the Software liability, extracontractual or of any other nature. By using the Software and its components, the Customer accepts the risk that they may be used by third parties that fraudulently access to his IT-system, without any liability on the part of Pikered.

6.5 Pikered's liability, directly or indirectly arising from this Agreement, shall by no means exceed the value of the consideration paid to Pikered in the last 12 (twelve) months to use ZAIUX according to the Agreement.

7. PERSONAL DATA PROTECTION

7.1 The use of the Software may be subject to laws and regulations on personal data protection. Pikered shall process your personal data in compliance with the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 Apr 2016 and following changes and updates, being the development of the application based on the principle of "privacy by design" and "security by design".

7.2 To use ZAIUX and let the Software run, it is necessary for the User to acknowledge that Pikered, as the data controller, shall oversee the processing of the following data:

7.2.1 Personal data (of the User and/or/ the Company) necessary to create a customer register and to manage the authorization process for the use of the Software and to subsequently manage the License, only if such data have been communicated by the Licensee;

7.2.2 Automated processing of data necessary to execute the Internal Penetration Test, as described in section 2, authorizing in this way to transfer these data, in pseudonymized form, from the infrastructure analysis software to the application cloud server;

7.3 The data processing has the sole aim of executing the Service and managing of the credentials necessary to use the Software. Its data will also be processed with the purpose of performing an Agreement to which the User is a party, solely and exclusively to perform the services included in this Agreement, to fulfil the tax and accounting obligations provided for and to comply with the obligations provided for by the current regulations.

7.4 Pikered collects your personal data with the purpose of Management of the account registration requests for the ZAIUX license. In this case the Licensee may provide the following identifying data such as: name, client identifying number, mobile number, e-mail, public IPs pool and registration number. Processing personal data is necessary for Pikered to meet its obligation in your regards, in compliance with the terms of the Services.

7.5 The data controller, Pikered, adopts technical and organizational measures, such as the pseudonymization. Such measures are aimed at effectively implementing the principles of data protection, among which minimization, and at integrating in the processing the necessary warranties to meet the requirements of EU Regulation 2016/679 (GDPR) and to protect the rights of the software users involved.

7.6 In accordance with the principles of lawfulness, purpose limitation and data minimization, pursuant to article 5 of EU Regulation 2016/679, the data will be stored only for the time necessary to achieve the purposes for which they are collected and processed or, in any case, for the time strictly necessary to fulfil legal obligations.

7.7. Personal data of third parties provided by you, in the Agreement framework, shall be processed by Pikered only because it has been authorized to process such data on your behalf, as requested, to provide services or fulfil obligations in your regards. As for these data of third parties, you guarantee the following: you are allowed to process the data and lawfully submit them to Pikered, in accordance with applicable law, you have adequately informed the interested parties and obtained their consent also, if necessary, on behalf of Pikered. In any way, you agree to indemnify and hold Pikered harmless for any injurious consequences or damage it may suffer.

7.8 The ZAIUX application is also based on the communication with a Cloud infrastructure located within EU borders. The data are pseudonymized, thus excluding any direct link between them and the Infrastructure to which they refer. The only (indirect) link is the information strictly necessary to send the result of the processing to the ZAIUX application running at the Infrastructure; this information are permanently deleted as soon as such results are requested by ZAIUX.

7.9 All stored data, which refer to the Cloud services necessary to execute ZAIUX, are anonymized and used solely for debugging as well as for service and performance improvement. Exceptions are the data (exclusively for internal use) necessary for the management of users and related licenses.

7.10 Pursuant to articles 15 and following of EU Regulation 2016/679, the interested party has in any moment the right to:



7.10.1 Request confirmation of the existence or not of his own personal data and to make them available in an intelligible form;

7.10.2 Request and obtain from the data controller access to personal data, updates and rectification or deletion of such data, or also limitations to the processing related to him; the party also has the right to oppose to the processing of the data in addition to the right to data portability.

7.10.3 Obtain information about the purposes and the methods of processing, the personal data categories, the recipients or categories of recipients to whom personal data have been or will be communicated and, when possible, the storage period;

7.10.4 Obtain data portability, i.e. receive them from the data controller, in a format that shall be structured, commonly used and automatic device-readable, and submit them to another data controller unhindered;

7.10.5 Oppose to the processing in any moment;

7.10.6 Withdraw consent at any time without affecting the lawfulness of the processing, based on the consent given prior to withdrawal;

7.10.7 Address all communications to the data controller, Pikered, through the following e-mail address: privcay@pikered.com;

7.10.8 Lodge a complaint to a control Authority (Supervisory Authority for personal data protection – www.garanteprivacy.it).

7.11 CONSENT TO ELECTRONIC COMMUNICATIONS. Pikered may need to send you communications of legal or other nature, related to ZAIUX, the Software, the Subscription Services or the use by Pikered of information provided by you (“Communications”). Pikered shall send the Communications through notifications in the Software or e-mails to your registered address, or it will post the Communications on its website www.pikered.com. By accepting this Agreement, you give your consent to receive all Communications only through these electronic systems; you also acknowledge and confirm that you can access Communications on the website www.pikered.com.

8. EXPRESS TERMINATION CLAUSE – TERMINATION – WITHDRAWAL

8.1 Without prejudice to further provisions in this Agreement, Pikered shall have the right to immediate withdrawal and the Agreement shall result in automatic termination in the following cases: violation of the conditions of use and restrictions of use, infringement of copyright and intellectual property and economic exploitation of the Software, excluding the Licensees.

8.2 Without prejudice to further provisions in this Agreement, in the event of your failure to fulfil any other obligation established by this Agreement, which are not remedied within 15 days of notice by Pikered, this Agreement shall be automatically terminated upon expiry of the abovementioned period. The termination implies the interruption of service and the license withdrawal, and fees already paid shall by no means be refunded or recalculated according to the period of use.

9. FORCE MAJEURE

Pikered shall not be liable for any alleged or actual damage or loss arising from force majeure causes and/or from a whole or partial failure of performance or inaccurate performance due to your actions, actions of military or civil authorities, governmental measures, earthquakes, fires, floods, epidemics, pandemics, quarantine, energy crises, strikes, labor problems, war, riots, terrorism, accidents, lack of resources, delays in transport or any other cause beyond its reasonable control. Pikered shall resume to perform its obligations as soon as reasonably practicable.

10. GENERAL PROVISIONS

This Agreement reflects the entire existing arrangement between you and Pikered. If a provision of this Agreement is held invalid or ineffective, any invalidity or ineffectiveness shall not affect the remaining contract provisions. Pikered may wholly or partially assign or transfer the obligations under this Agreement or entrust the execution to qualified third parties or to its affiliated and/or controlled companies.

11. APPLICABLE LAW

This Agreement is governed by Italian law, to the exclusion of provisions in the field of international private law. The provisions of the United Nations Convention on Contract for the International Sale of Goods are not applicable.

12. PLACE OF JURISDICTION

Any dispute, controversy or legal matter arising out of or relating to this Agreement, to its conclusion, performance, non-performance, termination, validity, invalidity, non-existence, to the use of ZAIUX and of its software and application components and to any alleged consequential or related damages shall be subject to the exclusive jurisdiction of the Italian courts and the exclusive Place of jurisdiction shall be the one in Milan, Italy, with the exclusion of any other jurisdictions.

HOLDER OF ECONOMIC EXPLOITATION RIGHTS

The producer, supplier and Licensor is Pikered SRL, a company incorporated in Italy C.F. and P.I. IT11458640965, based in via Borgonuovo 9, Milan (MI).