

ITML Security Infusion

Legal Terms & Policy

Date / Version: 12 October 2020

By accessing the services, you or the entity or company that you represent (“Evaluator” or “User”) are unconditionally consenting to be bound by the present legal terms & policy. Evaluator’s use of the services shall also constitute assent to the terms & policy. If Evaluator does not unconditionally agree to all of the terms, you should not use the services. If these terms are considered an offer, acceptance is expressly limited to these terms & policy.

ITML agrees to provide Evaluator access to a version of the Services and Evaluator agrees to test and evaluate the Services as well as to acquire ITML’s Services after the potential purchase of the commercial license on the terms and conditions contained in the present.

Section 1. Definitions.

1. “Documentation” means the user manuals and any other materials in any form or medium made generally available by ITML to Evaluator regarding the proper installation and use of the Software.
2. “Services” shall mean ITML’s cloud server portion of the Software to the Evaluator on SaaS or software as a service basis, subject to the terms and conditions of the present. More specifically, Security Infusion is a Software as a service that provides events Management with flexible filtering capabilities, real time operational monitoring of IT resources & Network, historical data for IT forensic analysis, port scanning & vulnerability assessment, adaptable reporting and intuitive user interface engineered to support different types of users. Infusion Agents are installed on monitored hosts and collect operational data. The Infusion Manager collects and analyses data transforming them to exploitable information. The Infusion Manager can also initiate inbound port scanning and vulnerability assessment of monitored infrastructure. The Web User Interface visualizes the information and enables management and mitigation of risk for the monitored infrastructure.
3. “Software” means each ITML software, including the ITML Server, deployed in the Evaluator in a cloud environment, together with any and all codes, logic, techniques, software tools, formats, designs, concepts, methods, processes, third-party data, and ideas associated with such computer programs and any and all updates provided by ITML, as specifically provided at <https://security-infusion.com>, Documentation and any Open Source Components.
4. “Open Source Components” means the open source software distributed with ITML software, as those are specifically described at <https://security-infusion.com> and licensed pursuant to an open source license located at: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>.

Section 2. Services License.

- A. During the trial period, ITML grants to Evaluator a non-exclusive, non-transferable, restricted trial license to access the Services for the sole purpose of evaluating the Services, and strictly prohibits any commercial or other use thereof for Evaluator or third parties. No other entity of the Evaluator shall be allowed access or use of the Services.
- B. In case the Evaluator purchases the commercial license, ITML grants to Evaluator the license with particular characteristics (specific cloud server portion, features, tools) for the agreed period of time against the agreed fee.

Section 3. User Data.

ITML hereby acknowledges and agrees that all rights, title and interest in and to data provided by the User (“User Data”) are and shall remain the property of Evaluator and all intellectual property rights in User Data are the property of the User and are being protected as per the relevant Greek and EU regulations. The user hereby grants to ITML the necessary rights or license to use, cache and transmit Evaluator Data via the Services solely as necessary for the purposes of the use of the service either under trial or with a purchased commercial license. ITML shall at all times maintain the confidentiality of all User Data and shall promptly delete all such User Data at the request of the User.

User hereby consents to the collection of his data (user's full name, email, company name and role in the company) from ITML which are being communicated during User's registration for the application.

ITML is not responsible for the loss of data collected during the trial period in case the Evaluator does not purchase the Commercial License after the trial's completion as well as any loss of data occurred in any other case provided by Section 8 of the present.

Section 4. Term and Termination.

A. The term of the trial shall commence upon the Effective Date, and unless sooner terminated as set forth below, shall end on the expiration of fourteen (14) days after the Effective Date. The trial period may be terminated by any party for convenience upon written notice to the other party. +30 211 800 1862 · info@ITML.gr <https://security-infusion.com>
The trial period shall be automatically terminated upon earliest occurrence of any of the following:

1. Purchase of a commercial license to the Services, as per terms to be agreed between ITML and Evaluator or
2. Violation by User any of the terms of the present.

Upon expiration or termination of this Agreement except under (1) above, the User shall cease all use of the Services.

B. In case the User purchases the commercial license after the trial period, ITML's services will be provided for the agreed period of time, which may be terminated upon earliest occurrence of any of the following:

1. Expiration of the agreed period of time or
2. Violation by User of any of the terms of the present, including non-payment of the agreed fee.

Section 5. Evaluation.

A. During the trial period, Evaluator agrees to use the Services, provide ITML with evaluation results and experience, including prompt notification of any significant problem that it experiences with the Services.

B. After the purchase of the commercial license, User shall promptly notify of any significant problem that it experiences with the Services.

Section 6. ITML's fee.

ITML's fee for the purchase of the commercial license shall be paid in advance and is not refundable.

Section 7. Ownership and Risk of Loss.

Except for Open Source Components, ITML shall own all right title and interest in and to the Services and Software and all intellectual property rights in the Software and Services are owned by ITML and/or its licensors and protected by Greek & EU copyright regulations, other applicable copyright and proprietary rights laws and other international treaty provisions. ITML retains ownership of the Software and Services and no rights are granted to the Evaluator other than a license to use on terms expressly set forth in the present. ITML shall have the right to use any information pertaining to the evaluation of the Software and Services including name of the Evaluator and results of the evaluation to promote the Software and Services in verbal and written marketing materials. The Open Source Components are provided to Evaluator under an open source software license, located at: <https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>. The Open Source Software may be used only in accordance with the licenses set forth therein, which prevail over the terms of the present with respect to such third-party software. Source code for these components is available upon written request to ITML.

ITML shall have no liability for Evaluator's use of any third-party software, including Open Source Components.

Evaluator shall not reverse engineer or disassemble the Software, decompile the Software or otherwise attempt to discover any source code or trade secret related to the Software. Evaluator shall not remove, obscure, or alter any notice of patent, copyright, trade secret, trademark, trade name, mask work or other proprietary right related to the Software. Evaluator acknowledges that the Software includes valuable proprietary rights of ITML. Evaluator shall not disclose or make available any Software or any information contained therein, to any person or entity other than employees of Evaluator who need to use them for the purposes specified in Section 2 and who are required to keep them confidential.

Further, the Evaluator acknowledges that the present legal terms & policy, the existence of the Services and Software and all results of its evaluation are confidential, and the Evaluator agrees not to disclose any such information, including but not limited to existence of the Services and Software, the fact that Evaluator is testing the Software and Services

any results, opinions or conclusions which the Evaluator reaches as a result of testing the Software and Services, unless expressly agreed in writing by ITML.

Section 8. Limitations.

Evaluator acknowledges that the services and documentation are provided to evaluator "AS-IS". ITML makes no express or implied warranties and hereby disclaims any warranties of merchantability, non-infringement, or fitness for a particular purpose or warranties regarding loss of data or results to be obtained from the services or software. Neither ITML nor its officers, ITML's directors or employees shall be responsible or liable for (I) any loss of data collected during the trial period in case the evaluator does not purchase the commercial license after the trial's completion, (II) any loss of data arising from the exhaustion of the offered cloud server portion of the software on SaaS, (III) any loss of data or documentation occurred due to cyber-attack while ITML had previously and promptly notified the User on ITML's application dashboard of the lack of security of the computer system during the trial period or the use of the license after its purchase, or (IV) any direct, indirect, special, incidental or consequential damages, whether based on contract, tort, strict liability, failure of essential purpose or otherwise as provided by Greek law. In no event shall ITML's maximum aggregate liability arising in contract, tort or otherwise exceed the fee paid or to be paid for the purchase of the commercial license.

Section 9. Miscellaneous.

The present shall be interpreted in all respects in accordance with the laws of Greece and the Evaluator hereby consents that any dispute arisen between ITML and the Evaluator during the trial or after the purchase of the commercial license will be referred to the Courts of Athens, Greece. The obligations and provisions of Sections 8 shall survive expiration or termination of the trial or the commercial license's period. The present, including any referenced attachments and/ or incorporated documents, constitute the entire understanding of both ITML and the Evaluator relating to the subject matter hereof and any representation, promise, or condition not contained herein shall not be binding on either party.