

RAPIDLite Terms and Conditions

Last Updated: 22nd August 2024

1. THE AGREEMENT

This Agreement is between RAPID4CLOUD LLC (“RAPID,” “RAPID4CLOUD,” “we,” “us,” or “our”) and the individual identified in Appendix 1 (“You”). This Agreement sets forth the terms and conditions under this Agreement. You are responsible for carefully reading the terms before clicking SUBMIT or ACCEPT and/or accessing or using any RAPID services. In addition, by registering for RAPIDLite, you grant RAPID the permission to contact you with information and to receive promotional, sales and marketing emails from RAPID during the RAPIDLite usage period. You will have the option to unsubscribe to these emails at any time, by following unsubscribe procedures and/or providing a written email notice to RAPID at rapidlite@rapid4cloud.com.

2. LICENSE GRANT

This Agreement starts on the Effective Date and will remain in effect for 90 days. The individual who has registered and signed up for RAPIDLite represents and warrants that he or she has the legal power and authority to enter this Agreement and to be legally bound to the terms of this Agreement. The terms and conditions of this Agreement shall govern the service to be provided by RAPID. The term “RAPID” shall include Rapid4Cloud, and any third parties which are providing third party services or products, on behalf of RAPID, as part of RAPIDLite A Definitions section is included at the end of this Agreement which includes further applicable definitions used in this Agreement. Subject to the terms and conditions of this Agreement, RAPID hereby grants You a non-exclusive, non-transferable, non-assignable, limited license to use the software during the Offer Period solely for business purposes and strictly for purposes of Your own internal evaluation of RAPIDLite and not for any commercial or competitive purpose. All rights not expressly granted to You are reserved by RAPID. RAPID reserves the right to make changes, modifications, reduction in functionality and enhancements to RAPIDLite at any time, and from time to time without prior notice.

3. PERIOD OF USAGE

Will be for 90 days commencing on the Effective Date, unless: a) such Period is extended by RAPID; or b) is extended by mutual agreement of the parties. You acknowledge and agree that, at the end of the Period, your access to the Software will be AUTOMATICALLY terminated, with or without notice, unless You elect to license the Software on a paid subscription basis. In the event You wish to enter a full subscription license for the use of the RAPID Software, you will be required to execute an Order Form, detailing the Services, duration, and applicable pricing.

4. USAGE LIMITS

You may run as many Reports as required during the Period of Usage, however, there will be a limit of 5,000 records per task shown on each Report run.

5. YOUR RESPONSIBILITIES

You are responsible for all activity occurring under Your designated User account and shall comply with all applicable laws and regulations in connection with Your use of RAPIDLite, including but not limited to those related to data privacy, international communications, the transmission of technical or personal data and export control laws and regulations. You shall: (i) notify RAPID promptly of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services; (ii) report to RAPID promptly and use reasonable efforts to stop immediately any copying or distribution or misuse of Content, RAPID Technology, Services or Deliverable that becomes known or suspected by You and (iii) not impersonate another RAPID user or provide false identity information to gain access to or use the Services.

6. YOUR DATA

RAPIDLite must not be used with PRODUCTION systems. To the extent You enter any Data into the Services, You, not RAPID, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Data, and RAPID shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such Data. Your use of Data shall be limited to the purpose of RAPIDLite. To the extent You enter Data into the Services, you agree and acknowledge that RAPID is not obligated to retain any Data after termination or expiration of RAPIDLite usage, and (ii) RAPID may delete Data after the end of the Period, without further obligation or liability.

7. OWNERSHIP RIGHTS AND RESTRICTIONS

RAPID shall own all right, title and interest, including all related Intellectual Property Rights, in and to the RAPID Technology, the Content and the Services and Deliverables (if any), including to all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Services, to any Deliverable, the RAPID Technology or the Intellectual Property Rights owned by RAPID. RAPID name, the RAPID logo, and the product names associated with the Services of RAPID and no right or license is granted to use them.

8. SUSPENSION AND TERMINATION

RAPID reserves the right to suspend or terminate this Agreement, with or without cause, at any time, with or without notice. You may terminate with or without cause, at any time, by providing a written notice to RAPID at rapidlite@rapid4cloud.com.

9. DISCLAIMER OF WARRANTY

THE SERVICES ARE PROVIDED “AS IS” AND RAPID MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND RAPID SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED

WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR THE USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. RAPID DOES NOT WARRANT THAT THE SERVICES, (INCLUDING PROFESSIONAL SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF RAPID TO ANY THIRD PARTY. RAPID'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RAPID IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY RAPID.

10. LIMITATION OF LIABILITY

YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT YOU LOAD INTO OR CREATE WITHIN THE RAPIDLite ENVIRONMENT, ANDAGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND RAPID AGAINST ANY CLAIM AND INDEMNIFY RAPID FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT. RAPID IS NOT RESPONSIBLE FOR THE SECURITY OF ANY CONTENT THAT YOU LOAD INTO OR CREATE WITHIN RAPIDLite. RAPID RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SERVICES, RAPID PROGRAMS AND RAPIDLite AT ANY TIME WITHOUT NOTICE.

11. CONFIDENTIALITY

Each party (as a "**Receiving Party**" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "**Disclosing Party**" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. For the avoidance of doubt, this includes Confidential Information provided to the Receiving Party prior to the Effective Date of this Agreement. As used herein, the term "Confidential Information" refers to any and all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. If Confidential Information is (a) provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), such shall be conspicuously designated as "Confidential" (or with some other similar legend) or (b) provided orally, such shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, unless a reasonable person would understand such information to be confidential based on its content. Notwithstanding the above, RAPID Confidential Information shall include the RAPID Technology and all pricing terms offered to You under any Order Form, and Your Confidential Information shall include Your Data. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under this Agreement, or (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, in each case such person must have a legitimate reason to have access to such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein. Each Receiving Party's confidentiality obligations with respect to such Confidential Information, shall remain in effect for the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement.

12. GENERAL NOTICES

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or RAPIDLite shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and RAPID as a result of this Agreement or use of RAPIDLite. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement, (including any other documents referenced therein), comprises the entire agreement between You and RAPID regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. All notices from You to RAPID may be made by emailing rapidlite@rapid4cloud.com and RAPID may give notice by emailing Your contact as specified on the registration form.

13. DEFINITIONS

As used in this Agreement and/or RAPIDLite materials associated herewith:

"**Content**" means the audio and visual information, documents, software, products and services contained in or made available via RAPIDLite, other than Your Data; "**Your Data**" means any data, information or material that You may disclose or submit to RAPID in the course of using RAPIDLite; "**Sample Data**" means any pre-populated data provided in RAPIDLite to enable You to use RAPIDLite without entering Your own Data; "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "**Order Form(s)**" means the form evidencing the initial subscription order for the Services and any subsequent Order Forms submitted online or in written form, specifying, among other things, the Services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties; "**RAPID Technology**" means all of RAPID's proprietary technology (including Sample Data, software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by RAPID in providing RAPIDLite; "**Service(s)**" means RAPID's RAPIDLite to which You are being granted access to on a temporary basis under this Agreement, including the RAPID Technology, the Content and any product, service or license belonging to any third party that is part of RAPIDLite; "**User(s)**" means You as defined by your name and email address in the Appendix form who is authorized to use RAPIDLite; "**Deliverables**" means any copyrightable works, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to practice or learned by RAPID (either alone or jointly with You or others) that result from professional services (if any) provided in connection with RAPIDLite.

14. OTHER

We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.