

VMAaS | Tenable (cloud only)

1. Definitions

In this section:

Confidential Information means information learned or disclosed by Customer that should reasonably be assumed to be confidential or proprietary, including the Products;

Documentation means the then-current official user manuals and/or documentation for the Products available at docs.tenable.com;

Hosted Services means a type of service offered through the Tenable.io (SaaS) platform and include Scans and access to and use of the hosted environment (the “Hosted Environment”);

Products means any of the products that Tenable offers, including Software and Hosted Services;

Scan means a function performed by the Software and/or Hosted Services on Scan Targets, which are conducted in order to provide data to Customer regarding its network security;

Scan Targets means the targets or subjects of a Scan; and

Software means each software product made available by Tenable for download. Software includes patches, updates, improvements, additions, enhancements and other modifications or revised versions of the same that may be provided to Customer from time to time.

2. Restrictions on Use

- (a) Customer may use the Software (in object code form only) solely for its own internal business purposes.
- (b) Customer acknowledges and agrees that Cenitex, Tenable or their nominee may audit Customer’s usage of the Software to confirm compliance with the applicable Ordering Document. Customer must not directly or indirectly:
 - (1) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Products;
 - (2) reproduce, modify, translate or create derivative works of all or any part of the Products;
 - (3) remove, alter or obscure any proprietary notice, labels, or marks on the Products;

- (4) without Tenable's prior written consent, use the Products in a service bureau, application service provider or similar capacity;
 - (5) use the Products to gather information from Nessus Essentials scanners;
 - (6) use the Products in order to create competitive analysis or a competitive product or service;
 - (7) copy any ideas, features, functions or graphics in the Product; or
 - (8) use the Products to manage or gather information from Scan Targets not owned or hosted by it or Cenitex, or for which it does not have authorisation to Scan.
- (c) Customer agrees to provide certain necessary Scan information, which may include the number of Scan Targets managed with the Product for billing purposes, behavioral attributes such as whether or not certain features in the Product are utilised, or other relevant information ("Technical Data"). Technical Data cannot be attributed to an individual user/administrator of the Product. Customer acknowledges that:
- (1) Tenable may use Technical Data for reasonable business purposes, including product support, license validation and research and development.
 - (2) Tenable agrees to only disclose Technical Data which has been properly anonymised and cannot be attributed to Customer.

3. Confidentiality

- (a) Customer must only use the Confidential Information for the purpose of receiving the relevant services from Cenitex.
- (b) Confidential Information does not include information that:
 - (1) is already known to Customer free of any confidentiality obligation;
 - (2) is or becomes publicly known through no wrongful act of Customer;
 - (3) is rightfully received by Customer from a third party without any restriction or confidentiality; or
 - (4) is independently developed by Customer without reference to the Confidential Information.
- (c) Confidential Information does not include Scan Data that has been aggregated or anonymised so that it is not attributable to the disclosing party. Furthermore, if Customer intentionally or unintentionally requests or performs scans on third party

Scan Targets, Customer agrees that Tenable may provide all relevant information (which may include Customer-provided personal information) to the owner of the Scan Targets of such unlawful or impermissible scanning as well as to relevant legal authorities, and such disclosure shall not be considered a breach of confidentiality.

- (d) Customer acknowledges and agrees that it will not disclose any sensitive, personal information (e.g., social security numbers, national identity card numbers, personal credit card information, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health care data, and including any information that is defined as “personal information” under the *Privacy and Data Protection Act 2014 (Vic)*) (“Sensitive Information”) to Tenable. If Customer inadvertently or unintentionally discloses any Sensitive Information to Tenable, Customer must immediately notify Cenitex.

4. Hosted Services

- (a) Customer may access the Hosted Environment and use those modules of the Hosted Services set forth in the applicable Ordering Document for the Customer’s own internal business purposes.
- (b) Customer authorises Tenable to perform the Scans, including accessing the Scan Targets in the context of the Scans. Customer acknowledges that Tenable may limit Customer’s access to the Hosted Services if the Customer’s usage places an unreasonable burden on Tenable’s systems. Customer understands and acknowledges that the Scans may originate or appear to originate from a Tenable UR which could cause Customer (or the owner of the Scan Targets) to believe they are under attack. Customer agrees not to pursue any claims against Tenable as a result of any access to Scan Targets when such access was made in connection with an authorised Scan unless such a claim is based on the gross negligence or wilful misconduct of Tenable.
- (c) Customer must:
- (1) provide current and accurate information in all submissions made in connection with the Hosted Services, including registration information and the location or the Scan Targets to the Scanned;
 - (2) safeguard and maintain the confidentiality of all user names and passwords;
 - (3) ensure that no unauthorised parties have access to the Hosted Services through Customer’s account and/or log-in credentials;

- (4) promptly notify Tenable and Cenitex of any unauthorised access of which Customer is aware or reasonably suspects.
- (d) Customer acknowledges that:
- (1) in the event of any non-compliance by the Customer, Tenable or Cenitex may prohibit or suspend access of certain users of the Hosted Services under the Customer's account to rectify that non-compliance;
 - (2) if Tenable reasonably determines that the Hosted Services are subject to a security or liability threat, Tenable may otherwise temporarily limit access to users of the Hosted Services upon notice to the Customer or Cenitex; and
 - (3) access to the Hosted Environment is in accordance with the then-current Tenable service level agreement, which is subject to change from time to time upon Tenable providing advance notice to Cenitex.
- (e) Customer is responsible for all use of the Hosted Services through Customer's account.