superhack

Subscription Agreement

The Master Subscription Agreement and the documents it incorporates by reference.

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The Order Form is agreed separately with each customer. The current version of every document is published at superhack.app/legal.

Master Subscription Agreement

Last updated 15.07.2026.

This Master Subscription Agreement ("Agreement") is entered into by and between the customer identified in an applicable Order Form ("Customer") and BLUE SKY SOFTWARE LTD, trading as "superhack". This Agreement governs Customer's access to and use of the Services (as defined below) provided by superhack.

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1. Definitions

1.1 **Services.** "Services" means superhack's proprietary SaaS platform that uses specialized AI agents to autonomously perform penetration testing against Customer's authorized systems, applications, and infrastructure in order to identify security vulnerabilities and help Customer remediate them as quickly as possible.

1.2 **Order Form.** "Order Form" means the ordering document mutually executed by the parties that sets forth specific terms, pricing, and subscription details for the Services.

1.3 **Authorized Users.** "Authorized Users" means the total number of active users authorized to access the Customer's superhack account, used for the purpose of calculating fees.

1.4 **Customer Data.** "Customer Data" means any data, content, or materials that Customer submits to the Services.

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2. Access and Use

2.1 **Grant of Rights.** superhack grants Customer a non-exclusive, non-transferable right to access and use the Services during the applicable Subscription Term, solely for internal business operations.

2.2 **Usage Restrictions.** Customer shall not (i) reverse engineer or copy the Services, (ii) use the Services to build a competing product, or (iii) use the Services in violation of applicable law.

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3. Fees and Payment

3.1 **Fees.** Fees are calculated based on the number of Authorized Users as specified in the Order Form. All fees are non-cancelable and non-refundable, except as otherwise provided.

3.2 **Payment Terms.** Unless otherwise stated in the Order Form, all payments are due within 30 days of invoice.

3.3 **Late Payments.** Late payments may incur interest at 1.5% per month or the maximum amount permitted by law, whichever is less.

3.4 **Auto-Renewal.** Subscriptions renew automatically unless either party provides written notice of non-renewal at least 60 days prior to the renewal date.

4. Customer Responsibilities

4.1 **Accuracy of Data.** Customer is responsible for ensuring the accuracy of Customer Data.

4.2 **Access Controls.** Customer must maintain appropriate access controls.

4.3 **Compliance.** Customer must use the Services in compliance with applicable laws and this Agreement.

5. Data Protection

5.1 **DPA Incorporation.** To the extent superhack processes any personal data on behalf of Customer, the parties agree to be bound by superhack's Data Processing Agreement (DPA) ("DPA"), which is hereby incorporated into this Agreement by reference.

6. Confidentiality

6.1 **Obligation.** Each party agrees to protect the other's Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

6.2 **Survival.** Confidentiality obligations shall survive for three (3) years after termination of this Agreement.

7. Intellectual Property

7.1 **Ownership.** superhack retains all rights, title, and interest in and to the Services and related intellectual property.

7.2 **Customer Data.** Customer retains all rights to its Customer Data.

7.3 **Feedback License.** Customer grants superhack a worldwide, royalty-free, irrevocable license to use any suggestions, enhancement requests, or other feedback provided by Customer for product development and improvement, including derivative works.

8. AI-Generated Content

8.1 **Use of AI.** The Services may use AI-generated output to assist in analysis and recommendations.

8.2 **Access.** Such content is provided "as-is" and is only accessible within the authenticated user interface of the superhack platform.

9. Warranties and Disclaimers

9.1 **Service Commitment.** superhack will provide the Services using reasonable care and skill.

9.2 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND SUPERHACK DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.3 **Indemnification.** superhack will defend Customer against any third-party claim alleging that the Services, when used by Customer as permitted under this Agreement, infringe a third party's intellectual property rights, and will pay amounts finally awarded by a court or agreed in a settlement approved by superhack that result from such claim. This obligation applies only if Customer promptly notifies superhack of the claim, allows superhack to control the defense and settlement, and provides reasonable assistance. superhack has no obligation under this Section 9.3 to the extent a claim results from (a) modification of the Services not made by superhack, (b) use of the Services with products, services, or data not provided by superhack, or (c) use of the Services in breach of this Agreement.

10. Limitation of Liability

10.1 **Cap on Liability.**
Subject to Section 10.3, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall be limited to an amount equal to the total fees actually paid by Customer to superhack under the applicable Order(s) during the twelve (12) month period immediately preceding the event giving rise to the liability. For the avoidance of doubt, fees that are invoiced but not yet paid at the time the event giving rise to liability occurs are not included in this amount.

10.2 **Exclusion of Damages.**
Except for liability arising under Section 10.3, neither party shall be liable to the other for any indirect, incidental, special, punitive, or consequential damages, including loss of profits, revenue, business, or data, even if such party has been advised of the possibility of such damages.

10.3 **Statutory Liability.**
Nothing in this Agreement shall exclude or limit either party's liability to the extent such limitation or exclusion is not permitted under applicable mandatory law, including liability for death or personal injury, gross negligence, intent, or under the German Product Liability Act.

11. AI Models and Providers

11.1 **Use of AI Models.** The Services are powered in part by third-party AI models and providers, which superhack uses to perform analysis and to operate its testing agents.

11.2 **Choice of Providers.** superhack remains free, in its sole discretion, to select, combine, and change the AI models and providers it uses from time to time.

11.3 **Privacy-Protective Configuration.** superhack configures its use of such providers to be as privacy-protective as reasonably possible and, to the fullest extent made available by each provider, prevents them from using or retaining Customer Data or training their models on data submitted through the Services.

11.4 **AI Disclaimer.** The Services rely on cutting-edge, frontier AI models and providers — including Anthropic, OpenAI, and others. Such models are inherently probabilistic and experimental in nature and carry inherent risks: they may behave unpredictably, produce inaccurate, incomplete, misleading, or unexpected results, and may not perform as described or intended by their providers or by superhack. The Services and any output generated with the assistance of such models are provided “as is” and “as available”. To the maximum extent permitted by law, superhack makes no warranties of any kind in respect of such AI models and providers and disclaims all liability arising out of or relating to their use, including any failure of a model or provider to perform as expected.

12. Term and Termination

12.1 **Term.** This Agreement begins on the Effective Date and continues until terminated.

12.2 **Termination for Cause.** Either party may terminate for material breach upon 30 days’ written notice if such breach remains uncured.

12.3 **Access Termination.** Upon termination, Customer's access to the Services will cease.

12.4 **Data Return or Deletion.** superhack will delete or return Customer Data in accordance with the DPA.

13. Governing Law and Venue

13.1 **Jurisdiction.** This Agreement shall be governed by the laws of the Federal Republic of Germany.

13.2 **Dispute Resolution.** The exclusive venue for any dispute shall be the courts of Berlin, Germany.

14. Miscellaneous

14.1 **Entire Agreement.** This Agreement, together with the following documents, constitutes the entire agreement between the parties:

- Data Processing Agreement (DPA)
- Service Description
- Service Level Terms
- Acceptable Use Policy
- Beta & Experimental Features Terms
- Any applicable Order Forms

Each of these documents is incorporated by reference and shall have the same legal force and effect as if fully set forth in this Agreement.

14.2 **Amendment.** No amendment shall be effective unless in writing and signed by both parties.

14.3 **Assignment.** Neither party may assign this Agreement without prior written consent, except in the case of a merger or sale of substantially all assets.

14.4 **Force Majeure.** Force majeure applies to delays or failures due to causes beyond a party's reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth in the applicable Order Form.

Service Description

1. Overview

superhack provides a software-as-a-service platform designed to identify, prioritize, and help remediate security vulnerabilities across the Customer's authorized systems, applications, and infrastructure.

The platform uses specialized AI agents to autonomously perform reconnaissance, attack-surface mapping, and penetration testing against the Customer's authorized targets, analyzing and contextualizing data related to discovered assets, hosts, services, endpoints, configurations, and vulnerabilities.

superhack is intended to support IT, cyber information security, and risk management teams in discovering, understanding, and remediating security weaknesses across the vulnerability lifecycle, including identification, validation, prioritization, and remediation tracking. The Services support security, risk management, and operational decision-making, but do not replace Customer's own security controls, monitoring, or compliance obligations.

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2. Functional Scope

The Services may include, without limitation, functionality in the following areas:

a) Security Posture Analysis

Autonomous analysis of the Customer's authorized attack surface — including exposed services, endpoints, configurations, and security-relevant signals — in order to assess overall security posture and identify exploitable weaknesses.

b) Risk Detection and Findings

Identification and surfacing of potential security risks, misconfigurations, policy violations, or hygiene issues, presented as findings with contextual information and remediation guidance.

c) Attack Surface Mapping

Discovery, visualization, and assessment of the Customer's assets, services, and their exposure across the authorized environment to support attack-surface reviews, audits, and remediation prioritization.

d) Operational Workflows

Case-based workflows supporting security-relevant operational processes, such as user offboarding, access changes, or incident-related reviews, including tracking of remediation activities.

e) Inventory and Visibility

Structured views of discovered assets, hosts, services, endpoints, and identified vulnerabilities to enable exploration, filtering, and reporting.

f) Administrative Configuration and Reporting

Administrative configuration of rules, thresholds, and settings, as well as reporting and audit-supporting capabilities.

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3. Nature of the Services

The Services provide analytical insights, prioritization, and recommendations based on data gathered from the Customer's authorized targets and observed signals. Outputs are informational in nature and do not constitute legal, compliance, or security guarantees.

The Services do not guarantee the detection or prevention of all security issues, vulnerabilities, or incidents within the Customer’s environment.

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4. Evolution of the Services

superhack may modify, enhance, or remove functionality from time to time as part of the normal evolution of the Services. Descriptions in this Exhibit are for informational purposes only and do not constitute a binding commitment, feature guarantee, or roadmap representation.

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5. Beta and Experimental Features

Certain functionality described in this Exhibit may be designated by superhack as Beta or Experimental Features. Any such features are governed exclusively by the Beta & Experimental Features Terms and are not part of the generally available Services.

Service Level Terms

These Service Level Terms ("SLTs") outline the operational expectations and limitations of the superhack platform. They are provided for informational purposes only and do not constitute a guarantee or binding commitment unless explicitly stated in a separate written agreement.

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1. Service Availability

superhack is designed and operated with the goal of delivering a reliable and performant experience. While we strive to maintain high uptime and service continuity, we do not offer a guaranteed service level agreement (SLA) unless agreed upon in writing with specific customers.

Our infrastructure is designed for resilience, and we apply best practices in monitoring, alerting, and incident response. However, the superhack platform may be subject to periodic unavailability due to planned maintenance, infrastructure dependencies, or external factors.

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2. Planned Downtime

Where possible, superhack will provide advance notice for planned maintenance windows that may impact availability. Such notices may be posted in the application, emailed to customers, or communicated via a designated support channel.

We make efforts to schedule these windows during low-usage periods and minimize operational impact.

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3. Third-Party Dependencies

The superhack platform is a cloud-based service that depends on the availability and operability of third-party services — most notably the cloud infrastructure providers that host the platform and the AI/LLM providers that power its agents.

If these providers limit or discontinue superhack's access, or experience service disruptions that affect our platform, superhack may be unable to perform some or all of its core functions. These scenarios are outside superhack's direct control and therefore not covered by any service uptime commitments.

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4. Disclaimer of Uptime Guarantees

Unless otherwise agreed in a written contract, superhack does not provide any guaranteed service level or uptime percentage.

superhack is not a mission-critical platform for our customers. By the nature of the service — focused on scheduled and on-demand security testing and findings analysis — temporary unavailability of superhack has no material impact on customers' ability to operate their core business.

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5. Limitation of Liability

superhack shall not be held liable for any direct, indirect, incidental, special, or consequential damages resulting from service unavailability, delays, or data access issues.

To the extent permitted by applicable law, superhack’s total liability under these SLTs shall be limited in accordance with the terms set forth in the Master Subscription Agreement

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6. Custom SLAs

If your organization requires a contractual SLA with specific uptime guarantees, escalation response times, or service credits, please contact us at **legal@superhack.app** to discuss an enterprise-level agreement.

Acceptable Use Policy

This Acceptable Use Policy ("AUP") outlines the acceptable and unacceptable use of superhack's services. It is designed to protect the integrity, security, and performance of our platform and our obligations to customers, partners, and third-party providers.

This AUP forms part of the superhack Master Subscription Agreement and applies to all customers and their authorized users.

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1. Purpose

superhack provides services that help organizations identify and remediate security vulnerabilities across their authorized systems, applications, and infrastructure through autonomous, AI-driven penetration testing. This policy is intended to ensure the Services are used in a manner that does not interfere with our systems, misuse third-party integrations, or expose superhack, our customers, or our infrastructure to undue risk.

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2. Prohibited Uses

Customers and their users may not:

- Use the Services for any activity that violates applicable laws or regulations
- Use the Services to test, scan, or attack any system, application, or infrastructure that the Customer is not authorized to test
- Interfere with or disrupt the integrity or performance of the Services
- Circumvent or disable any security or access control mechanisms
- Probe, scan, or test the vulnerability of any superhack systems without express permission
- Misrepresent themselves or their organization, including via misleading integrations or configurations

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3. Misuse of Platform Features

The following behaviors are not permitted:

- Abuse of API endpoints in a manner that degrades service quality for other customers
- Automated interactions that exceed reasonable rate limits without prior coordination
- Attempting to reverse engineer, replicate, or derive source code or architecture from the superhack platform

4. Customer Responsibility

Customers are responsible for:

- All activity occurring under their accounts
- Ensuring authorized users comply with this AUP
- Maintaining secure access to credentials and API tokens
- Preventing third-party access to superhack via exposed credentials or unapproved integrations

5. Enforcement

superhack reserves the right to investigate suspected violations of this AUP. If we determine that a violation has occurred, we may take action including, but not limited to:

- Suspending or terminating access to the Services
- Involving legal counsel or law enforcement if required
- Removing or restricting access to content or integrations in breach of this policy

6. Changes to This Policy

We may update this AUP from time to time. Material changes will be communicated via email or platform notices. Continued use of the Services after such updates constitutes acceptance of the revised policy.

Contact

If you have questions about this policy, contact us at **legal@superhack.app**.

Beta & Experimental Features Terms

These Beta & Experimental Features Terms ("Beta Terms") describe the conditions under which superhack may make Beta or Early Access features available to customers. They are intended to clarify the nature, limitations, and acceptable use of such features.

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1. Definition of Beta Features

"Beta Features" means any functionality, product, service, or capability clearly designated by superhack as “Beta,” “Experimental,” “Early Access,” “Preview,” “Pilot,” or similar. Beta Features may be released for testing, feedback, or evaluation purposes prior to general availability.

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2. Use at Your Own Risk

Beta Features are provided “as-is” and “as available,” without warranties of any kind. By accessing or using Beta Features, Customer acknowledges and agrees that:

- Beta Features may be incomplete, unstable, or contain errors.
- Functionality may change or be removed at any time without notice.
- superhack may discontinue Beta Features at its sole discretion.

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3. No SLA or Support Commitments

Beta Features are excluded from any service level terms (SLTs), uptime commitments, or guaranteed support response times. superhack is under no obligation to provide maintenance, updates, or customer support for Beta Features.

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4. Feedback

Customer may provide feedback or suggestions regarding Beta Features. superhack may use such feedback without restriction or compensation.

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5. Confidentiality

Unless otherwise agreed in writing, Beta Features and any related documentation or communications are considered superhack’s Confidential Information under the MSA.

6. Limitation of Liability

To the maximum extent permitted by law, superhack shall not be liable for any damages arising from the use of Beta Features, including but not limited to loss of data, system failure, or business interruption.

7. Opt-In and Revocation

superhack may require Customer to opt in before accessing Beta Features. superhack may suspend or revoke access to Beta Features at any time, for any reason, without liability.