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## Header 8

[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 401652

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0210

Vendor ID:  

SO Doc ID: ISC1800000007

Legal Name: TENABLE NETWORK SECURITY

Published Date: 1/22/18

Alias/DBA:

Close Date: 1/25/18

Total Bid: \$600,379.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description: 

Total of Header Attachments: 0

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 401652

**Solicitation Description :** Addendum #1 Enterprise Vulnerability Management System (EVMS)

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-01-25 13:30:00	SR 0210 ESR01241800000003202	1

<b>VENDOR</b>
000000171673 TENABLE NETWORK SECURITY

**Solicitation Number:** CRFQ 0210 ISC1800000007

**Total Bid :** \$600,379.00      **Response Date:** 2018-01-25      **Response Time:** 10:38:00

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Enterprise Vulnerability Management System (EVMS), License	1.00000	EA	\$139,300.000000	\$139,300.00

Comm Code	Manufacturer	Specification	Model #
43233701			

<b>Extended Description :</b>	3.1.1-3.1.4.9 Enterprise Vulnerability Management System (EVMS), Annual License Service - 1 Year - 25,000 assets - Warranty Included
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**Comments:** For SecurityCenter Product

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Central Management Appliance	1.00000	EA	\$9,625.000000	\$9,625.00

Comm Code	Manufacturer	Specification	Model #
43210000			

<b>Extended Description :</b>	3.1.5-3.1.5.1.4 Central Management Appliance per specifications.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	System Deployment	1.00000	EA	\$7,975.000000	\$7,975.00

Comm Code	Manufacturer	Specification	Model #
81111500			

<b>Extended Description :</b>	3.1.6-3.1.6.3.1 System Deployment
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	License Optional Renewal Year 2	1.00000	EA	\$143,479.000000	\$143,479.00

Comm Code	Manufacturer	Specification	Model #
81112200			

<b>Extended Description :</b>	3.1.8 Optional Renewal Year 2
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	License Optional Renewal Year 3	1.00000	EA	\$147,783.000000	\$147,783.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : 3.1.8 Optional Renewal Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	License Optional Renewal Year 4	1.00000	EA	\$152,217.000000	\$152,217.00

Comm Code	Manufacturer	Specification	Model #
81112200			

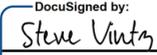
Extended Description : 3.1.8 Optional Renewal Year 4

**Exhibit A - Pricing Page - EVMS - OT18048****Note to Vendors: The Pricing Page is locked. Only the column for Alternate Part Manufacturer/Model and for Unit Cost is unlocked.****CRFQ #:** 0210 ISC180000007**DATE:** 4/24/2018**VENDOR:** Tenable, Inc.**RETURN BY:** \_\_\_\_\_

Contract Item	Product/Service	Quantity	UOM	Price
3.1.1 - 3.1.4.9	Enterprise Vulnerability Management System (EVMS), Annual License Subscription, Maintenance, and Support - 1 Year - 25,000 assets	1	Each	\$139,300.00
3.1.5 - 3.1.5.1.4	Central Management Appliance - Warranty Included	1	Each	\$9,625.00
3.1.6 - 3.1.6.3.1	System Deployment	1	Each	\$7,975.00
3.1.8	Year 2 Subscription License Renewal, Support and Maintenance	1	Each	\$143,479.00
3.1.8	Year 3 Subscription License Renewal, Support and Maintenance	1	Each	\$147,783.00
3.1.8	Year 4 Subscription License Renewal, Support and Maintenance	1	Each	\$152,216.00
			Total:	<b>\$600,378.00</b>

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Office of Technology as Change Orders for subsequent years.

**Vendor Signature:**

DocuSigned by:  
  
 129140EEE8D648A...

**Date:** 1/24/2018



## State of West Virginia

### Enterprise Vulnerability Management System RFQ

#### Solicitation No CRFQ 0210 ISC 1800000007

For the purposes of this solicitation, we have supplied the State of West Virginia with a price proposal for our SecurityCenter product, which specifically meets all the criteria listed in the RFQ request under heading **3.1.4 Vulnerability Management System**. It is to this system that our executive team is able to sign the required signature pages.

A SecurityCenter product executive summary is attached with this submittal.

Tenable can also provide the State of West Virginia's Information Technology group our cloud-based SaaS product, **Tenable.io** as an alternative. Unfortunately, some of the features listed under section **3.1.4 Vulnerability Management System** are not available within this product as of today, but are on our roadmap for future iterations. Therefore, our executive team was unable to sign the required signature pages to ensure our compliance with every single product feature line item as it is not in 100% full compliance at the time of this submittal.

We would like to submit the alternative bid, for your consideration, should you choose to amend your RFQ request, or be aware that some of the features listed (such as customized reporting, custom RBAC roles, etc) may not be readily available at this time. We cannot commit to a specific release date in the future, other than indicate that we do intend to have these features available to users at some point.

The quotes for this alternative bid of Tenable.io is on the following page.

A Tenable.io product executive summary is attached with this submittal.

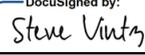
We appreciate your consideration in this matter.

**Exhibit A - Pricing Page - EVMS - OT18048****Note to Vendors: The Pricing Page is locked. Only the column for Alternate Part Manufacturer/Model and for Unit Cost is unlocked.****CRFQ #:** 0210 ISC180000007**DATE:** 1/24/2018**VENDOR:** Tenable, Inc.**RETURN BY:** \_\_\_\_\_

Contract Item	Product/Service	Quantity	UOM	Price
3.1.1 - 3.1.4.9	Enterprise Vulnerability Management System (EVMS), Annual License Subscription, Maintenance, and Support - 1 Year - 25,000 assets	1	Each	\$146,160.00
3.1.5 - 3.1.5.1.4	Central Management Appliance - Warranty Included	1	Each	N/A - Can be accessed via browser.
3.1.6 - 3.1.6.3.1	System Deployment	1	Each	\$7,975.00
3.1.8	Year 2 Subscription License Renewal, Support and Maintenance	1	Each	\$150,545.00
3.1.8	Year 3 Subscription License Renewal, Support and Maintenance	1	Each	\$155,061.00
3.1.8	Year 4 Subscription License Renewal, Support and Maintenance	1	Each	\$159,713.00
			Total:	<b>\$619,454.00</b>

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Office of Technology as Change Orders for subsequent years.

**Vendor Signature:** \_\_\_\_\_

DocuSigned by:  
  
 129140EE8BD648A...

**Date:** 1/24/2018

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This is a legal agreement (“Agreement”) between Tenable (as defined below), and you, the party licensing Software and/or receiving services (“You”). This Agreement covers Your permitted use of the Software, as well as other matters. **BY CLICKING BELOW YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM.** The Software may be provided to You by Tenable or Tenable’s designated vendor (the “Vendor”).

### 1. Definitions.

(a) “Host” means any scanned device that can have a unique tag pushed to it (via a registry entry, text file, etc.), one that can have a unique identifier (CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, etc.) pulled from it, or is addressable via URI or URL (i.e., <http://www.tenable.com>).

(b) “Plug-In” means any individual program or script used to analyze for and/or identify specific security vulnerabilities.

(c) If You are licensing SecurityCenter, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities and intrusion detection events up to the number of Hosts for which the Licensed Product is licensed.

(2) “Licensed Product” means SecurityCenter 4.x or higher.

(3) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(4) For the avoidance of doubt, the Licensed Product may be used by You to distribute Plug-Ins (as defined below) only to Tenable Nessus 5.x or higher or Tenable Nessus Network Monitor scanner exclusively controlled by the instance of SecurityCenter licensed hereunder.

(d) If You are licensing the Log Correlation Engine, the following terms apply:

(1) “Purpose” means to receive and assess information technology logs and security events.

(2) “Licensed Product” means Log Correlation Engine 4.x or higher.

(3) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(4) If You license the Licensed Product as a part of SecurityCenter Continuous View (i.e., not

as a standalone product listed as a separate line-item on an invoice): (i) You may only use the Licensed Product with SecurityCenter; and (ii) Your right to use the Licensed Product will terminate automatically upon termination of the SecurityCenter license.

(5) You may only use any high availability version of the Licensed Product on a temporary basis in the event of a failover. Any other use of the high availability version of the Licensed Product is not permitted under this Agreement.

(e) If You are licensing the Nessus Network Monitor, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities.

(2) “Licensed Product” means Nessus Network Monitor 5.x or higher and any Plug-In owned by Tenable and received or downloaded directly from Tenable.

(3) Subject to Section 8, You may install the Licensed Product only on the number of computers for which you have paid the applicable License Fee.

(4) If You license the Licensed Product as part of SecurityCenter Continuous View (i.e., not as a standalone product listed as a separate line-item on an invoice): (i) You may install up to 512 copies of the Licensed Product; (ii) You may only use the Licensed Product with SecurityCenter; and (iii) Your right to use the Licensed Product will terminate automatically upon termination of the SecurityCenter license.

(f) If You are licensing Nessus, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities and misconfigurations.

(2) “Licensed Product” means Nessus 5.x or higher and any Plug-In owned by Tenable and received or downloaded directly from Tenable.

(3) You may install up to 512 copies of the Licensed Product, provided that: (i) You may only use the Licensed Product through the interface

provided by SecurityCenter 4.x or higher; and (ii) You may only use the Licensed Product with Plug-Ins provided by Tenable. For the avoidance of doubt, this Agreement does not cover the license of standalone Nessus subscriptions or Tenable.io subscriptions, which are governed by the terms of a separate agreement.

(4) Depending on Your purchase, Your license may also include a license to use Nessus agents. Nessus agents are available only on a subscription basis.

(5) The Support Services will include an appropriate subscription to provide additional Plug-Ins to You on a regular basis.

(6) Your license to use the Licensed Product will automatically terminate upon the termination of Your license to use SecurityCenter for any reason.

(g) If You are licensing Industrial Security, the following terms apply:

(1) "Purpose" means to seek and assess information technology and/or operational technology vulnerabilities up to the number of Assets for which the Licensed Product is licensed.

(2) "Licensed Product" means Industrial Security 1.x or higher.

(3) "Asset" means any of Your systems that can be uniquely identified (including, but not limited to, a server with an IP address, CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, an Asset record imported from a CMDB, a Web Application URL).

(4) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(5) For the avoidance of doubt, the Licensed Product may be used by You to distribute Plug-Ins only to Tenable Nessus (including Nessus Scanners and Nessus Agents) or Tenable Nessus Network Monitor exclusively controlled by the instance of Industrial Security licensed hereunder.

(h) If You are licensing the 3D Tool, the following terms apply:

(1) "Purpose" means to visualize information technology vulnerabilities and intrusion detection events.

(2) "Licensed Product" means 3D Tool 2.x or higher.

(3) You may install the Licensed Product on only one (1) production computer or machine.

(4) Your license to use the Licensed Product will automatically terminate upon the termination of Your license to use SecurityCenter for any reason.

(i) "Professional Services Specifications" means the document produced with Your quote detailing the professional services to be provided.

(j) "Services" means Professional Services and Support Services.

(k) "Tenable" means,

(i) **Tenable, Inc.**, a Delaware corporation having offices at 7021 Columbia Gateway Drive, Suite 500, Columbia, MD 21046, if You (a) are a commercial entity or individual primarily located in the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable, Inc., or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable, Inc.;

(ii) **Tenable Public Sector LLC**, if You (a) are an agency or instrumentality of the United States Government, (b) are an applicable Federal Systems Integrators ("FSI"), (c) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Public Sector LLC, or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Public Sector LLC; or

(iii) **Tenable Network Security Ireland Limited**, a limited company organized under the laws of Ireland, if You (a) are an entity or individual primarily located outside the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Network Security Ireland Limited, or (c) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Network Security Ireland Limited.

(l) "Affiliate" means any entity that controls, is controlled by, or is under common control with a party. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, of greater than fifty percent (50%) of the voting equity of another entity or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise.

## 2. Grant of Software License.

(a) Subject to the terms and conditions of this Agreement and upon Your payment of the applicable license fee (the "License Fee") and receipt of the appropriate acknowledgment from Tenable, Tenable grants to You and Your Affiliates for the License Term (as defined below) a non-exclusive, non-transferable license in object code form only to use the Software solely for Your internal operations and internal security Purpose. Your right to use the Software will start on the date on the invoice produced from an accepted purchase order (the "Order Date"), and is limited to the term stated on Tenable's invoice issued in response to an accepted purchase order (the "License Term"). Your right to install the Software is limited to use with the computers or machines for which the Software is registered for use. Any rights in Software not granted in this Agreement are expressly reserved by Tenable.

### (b) Definition of Software.

(1) The term "Software" means (1) each Licensed Product that You download from any Tenable website, or obtain via CD or any other method; (2) any individual program ("Agents and/or Clients") or script used to analyze for and/or identify specific security events or used to correlate events owned by Tenable; (3) the associated user manuals and user documentation made available at Tenable's Support Portal ("Documentation"), if any, as well as any patches, updates, improvements, additions, enhancements and other modifications or revised versions of the Licensed Product, and associated Plug-Ins and Agents and/or Clients that may be provided to You by Tenable from time to time; and (4) any command line interfaces, and/or any graphical user interfaces You obtain from Tenable;

(2) The Software may include code or other intellectual property provided to Tenable by third parties, including Plug-Ins that are not owned by Tenable, (collectively, "Third Party Components"). Any Third Party Component that is not marked as copyrighted by Tenable is subject to other license terms that are specified in the Documentation available on Tenable's website ([http://static.tenable.com/prod\\_docs/Tenable\\_License\\_Declarations.pdf](http://static.tenable.com/prod_docs/Tenable_License_Declarations.pdf) or a successor location). By using the Software, You hereby agree to be bound by such other license terms as specified in the Documentation.

(c) If You have licensed a lab license, You are entitled to use a separate installation for the Licensed Product, provided that usage of such Licensed

Product is strictly limited to a lab environment only. Such Licensed Products are not licensed for, and may not be used in a production environment, or in conjunction with products used in a production environment.

(d) If You are accessing any Licensed Product in an evaluation capacity: (i) You have no obligation to make payment for such Licensed Product for such evaluation usage; (ii) the License Term will expire at the end of the agreed-upon evaluation period, at which time You must either return or destroy the evaluated Licensed Product; and (iii) Tenable will provide support only as mutually agreed by the parties. This Section 2(d) will take precedence over any directly contradictory language in this Agreement as it relates to an evaluation of any Licensed Product.

(e) Tenable may collect scan data from You (including results, configurations, and gathered artifacts) for Tenable's reasonable business purposes, including product support, license validation and research and development. Tenable will not use such technical information in any form that personally identifies You.

### (f) Not For Resale License.

(1) If You are a partner to whom a "Not For Resale" or "NFR" license has been granted, Your license to the Licensed Product will commence as of the Effective Date and continue for a period of one year ("Initial Term"). After the Initial Term, Your NFR license shall automatically renew for consecutive one (1) year terms unless either party provides the other party with written notice of its non-renewal of the NFR license at least thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, Tenable may terminate Your NFR license for its convenience upon thirty (30) days' notice, or immediately should You breach any obligations under this Agreement.

(2) You shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone on behalf of Tenable, including without limitation, relating to Tenable products, software, or services. Except as specifically permitted in this Agreement, You shall not state or imply that any of Your products have been endorsed, reviewed, certified or otherwise approved by Tenable.

(3) You hereby represent and warrant to Tenable that: (i) You will not intentionally harm the reputation or goodwill of Tenable through any act or

omission, and (ii) You have used commercially reasonable efforts to ensure that any software, code, algorithm, API, etc., transferred to Tenable is free from any time bomb, virus, drop dead device, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Tenable.

(4) You shall, at Your sole cost and expense, defend (or at its option, settle) and indemnify Tenable and Tenable's subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against Tenable based upon a claim that use of Your software or Your product in accordance with this Agreement infringes such third party's patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action.

### **3. Professional Services.**

(a) Tenable may agree with you to provide certain services, such as start-up services, security consulting services and/or on-site or virtual training courses (collectively, the "Professional Services"). Professional Services Specifications will be provided with or referenced in a quote, or as scoped and defined in a separate Statement of Work signed by the parties. Except as otherwise agreed to by the parties in writing, all Professional Services Specifications or signed Statements of Work will be governed by this Agreement. In the event of inconsistency between this Agreement and a signed Statement of Work, the Statement of Work shall govern.

(b) Incidental to Professional Services, Tenable may provide slides, documents, examples, and other materials (the "Materials") for use in conjunction with the Software and Professional Services. Subject to payment in full for the applicable Services and Materials, Tenable grants You a non-exclusive, non-transferable right to use the Services and Materials for Your internal use and solely in conjunction with the Software.

(c) If You or Your designated attendees ("Attendees") do not attend a scheduled training session or cancel a Professional Services engagement without providing proper notice, Tenable shall have no obligation to perform the Professional Services or provide a refund. You must provide Tenable at least ten (10) business days' notice to reschedule. Tenable reserves the right to reject requests for rescheduling

submitted with less than ten (10) business days' notice. For training courses, you may substitute different individuals for scheduled Attendees provided Tenable is properly notified at least three (3) business days in advance. Tenable is not obligated to provide any services except as mutually agreed in a Professional Services Specifications or Statement of Work.

(d) For Professional Services occurring on Your site, Tenable agrees to comply with Your reasonable security procedures provided You inform Tenable of such procedures in advance.

(e) Some of the Professional Services may require You to provide to a Tenable employee access to key information and network resources in order to perform the required tasks and deliverables. You may also have to provide a key individual as a point of contact who shall have specialized knowledge about Your network. Additionally, You must meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, receipt of applicable software license keys, up-to-date web browser, operating system, etc.). In order to use the Software or receive Professional Services, You shall be required to meet or exceed the specifications found in the Tenable General Requirements document, available at [http://static.tenable.com/prod\\_docs/Tenable\\_General\\_Requirements.pdf](http://static.tenable.com/prod_docs/Tenable_General_Requirements.pdf) or a successor location. You are responsible for assessing the suitability of the Professional Services. Tenable will not provide any refund based on a failure to meet prerequisites. If technical issues arise during the Professional Services, Tenable will use commercially reasonable efforts to resolve such problems, but will have no liability based on Your failure to meet technical requirements.

(f) The Services will be deemed satisfactory and accepted by You unless within ten (10) calendar days after the Services have been performed, You give Tenable written notice of the respects in which the results do not conform to the applicable requirements. Upon confirmation by Tenable of inadequacy of the Services, Tenable's entire liability and Your exclusive remedy will be for Tenable to use its reasonable efforts to re-perform the Services within a reasonable period of time; provided that if Tenable is unable to re-perform the Services, Tenable may elect to refund all payments actually received by Tenable from You for the particular Services deemed unacceptable, in full satisfaction of Tenable's obligations.

(g) Professional Services must be scheduled within three (3) months of the Order Date, and completed within six (6) months of the Order Date. If you do not schedule Professional Services within this time frame, Tenable shall have no obligation to perform the Professional Services or provide a refund.

#### **4. Term.**

This Agreement commences on the date on which the parties execute this Agreement or You download, install or use the Software (whichever occurs first) (the “Effective Date”) and continues for the duration of the License Term unless it is terminated according to the terms of this Agreement. Your right to use the Licensed Product will terminate at the end of the applicable License Term or upon termination of this Agreement. So long as Tenable is offering licenses of the Licensed Product and this Agreement has not been terminated, You may renew the License Term according to Tenable’s then-current terms (available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location) and paying the applicable fee for a new License Term.

#### **5. Maintenance and Support.**

(a) Subscription Software. If you are licensing the Software on a subscription basis, Tenable will provide the Support Services at no additional charge beyond Your License Fee for the duration of the Term. If You license the Software on a subscription basis, the Maintenance Term (as defined below) will be coterminous with Your License Term.

(b) Perpetual Software. If You are licensing the Software on a perpetual basis, upon Your payment of the applicable annual support and maintenance fee (the “Support Fee”), starting on the Order Date, Tenable will supply You for the maintenance period described on the invoice issued to You (the “Maintenance Term”) with the Support Services described herein.

(c) Support Services. Support will be provided in accordance with Tenable’s then-current Support Documentation, available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location, and Tenable will make available to You on Tenable’s web site any bug fixes, updates or enhancements that Tenable makes generally available to licensees of the Software (collectively, the “Support Services”). While Tenable is offering Support Services for the Software, Tenable will continue to supply You with the Support Services for subsequent periods upon payment in

advance of the Support Fee for each such period. The Support Services shall include the provision to You of new minor (Example: 1.1.x to 1.2.x, etc.) and major version releases of the Software (Example: 1.x to 2.x, etc.).

(d) Renewal Fees. After the initial Maintenance Term, any renewal of annual Support Fees (for perpetual licenses) or License Fees (for subscription licenses) shall be at Tenable’s then-current pricing at time of renewal. If during the course of a perpetual license You terminate or fail to renew the Support Services, You may at any time during the term of this Agreement request that Tenable reinstate the Support Services provided that You pay a one-time reinstatement fee equal to the total fees You would have paid for the Support Services between the time You terminated or failed to renew such Support Services and the then-current date.

#### **6. Intellectual Property.**

This Agreement does not transfer to You any title to or any ownership right or interest in the Software. You acknowledge that Tenable owns and retains all right, title and interest in and to the Software, Services, and Materials. As between You and Tenable, all enhancements, modifications and derivative works that Tenable or any Tenable-authorized third party makes to the Software or accompanying Documentation, and all intellectual property rights therein, will be the property of Tenable. If You provide any comments, suggestions, questions, concerns, or other feedback regarding the Software, Services, and/or Material, all such intellectual property rights therein, will be the property of Tenable. Your rights with respect to the Software are limited to the right to use the Software pursuant to the terms and conditions in this Agreement.

#### **7. No Reverse Engineering, Other Restrictions.**

Except as expressly allowed herein; You may not directly or indirectly: (i) sell, lease, redistribute or transfer any of the Software on a stand-alone basis; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Software; (iii) reproduce, modify, translate or create derivative works of all or any part of the Software; (iv) rent, lease or loan the Software in any form to any third party or otherwise allow a third party to use the Software; (v) sublicense any of the rights granted to You in this Agreement; or (vi) remove, alter or obscure any proprietary notice, labels, or marks on

the Software. You are responsible for all use of the Software and for compliance with this Agreement; any breach by You or any user using the Software on Your behalf shall be deemed to have been made by You.

#### **8. Limited Right to Copy.**

You may make a reasonable number of copies of the Software, in whole or in part, only for backup or archival purposes or to replace a worn or defective original or copy. You may not operate in production a copy of the Software at the same time as the original or another copy. You may make a reasonable number of copies of the Documentation solely to support Your allowed use of the Software hereunder. You acknowledge that the Documentation is provided to You under copyright protection. You agree to maintain appropriate records of the location of the original Software and Documentation and any copy made by You.

#### **9. Managed Security Service Providers (“MSSPs”); Restrictions on Third Party Use and Access.**

(a) Managed Security Service Provider (“MSSP”). If You use the Software to scan third party networks as part of a service You deliver to Your customers (“MSSP Services”), the following additional terms apply: (i) You may only scan those networks for which You have received appropriate authorization from the owner of the network; (ii) You may only use SecurityCenter or SecurityCenter Continuous View (as well as any Software they exclusively control) to offer MSSP Services; (iii) You may service multiple customers on the same console provided that You create separate repositories for each customer; (iv) You are solely responsible for securing and segregating Your customer data; (v) You must provide Your own portal or delivery mechanism, and may not allow Your customers to access the SecurityCenter console; (vi) You must inform Tenable in advance regarding any Software that will be shipped, downloaded, or otherwise transferred to any country other than the United States or Your home country; (vii) You must further provide a monthly report showing the location of each installation of the Software; (viii) You must use a supported version of the Software; (ix) Tenable has no obligation to provide Support Services to Your customers; and (x) You agree that Tenable will have no liability to Your customers.

(b) You agree to use Your best efforts and to take all reasonable steps to ensure that no unauthorized parties have access to the Software and that no unauthorized copy, publication, disclosure or

distribution of the Software, in whole or in part, in any form is made by You or any third party. You agree to notify Tenable of any unauthorized access to, or use, copying, publication, disclosure or distribution of, the Software.

(c) Notwithstanding the foregoing, and subject to all other terms of this Agreement, You may permit a third party (a “Third Party”) to (a) use the Software to perform security services for Your business, or (b) administer the Software, each provided that: (i) any such Third Party use or administration is for Your sole benefit of and on Your behalf; (ii) You acknowledge that You shall be legally responsible for the Third Party’s use of the Software including without limitation any obligations arising from such use and any breach by the Third Party of the terms and conditions of this Agreement, including Section 10 (Confidentiality); (iii) the total number of copies of the Software licensed by You and used by either You and/or any Third Party does not at any given time exceed the number of licenses legally licensed. Upon sixty (60) days’ notice, Tenable shall have the right to withdraw its consent to the use of any Third Party in its reasonable discretion.

#### **10. Confidentiality.**

As used in this Agreement, “Confidential Information” means any and all information and material that: (i) is marked “Confidential,” “Restricted,” or “Confidential Information” or other similar marking; (ii) is known by You to be confidential or proprietary; or (iii) from all the relevant circumstances, should reasonably be assumed by You to be confidential or proprietary. Confidential Information includes the Software. Confidential Information does not include any information that You can prove: (a) was already known to You without restrictions at the time of its disclosure by Tenable; (b) after its disclosure by Tenable, is made known to You without restrictions by a third party having the right to do so; (c) is or becomes publicly known without violation of this Agreement; or (d) is independently developed by You without reference to the Confidential Information. Confidential Information will remain the property of Tenable, and You will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information. You may not copy any Confidential Information without Tenable’s prior written permission. You may not remove any copyright, trademark, proprietary rights or other notices included in or affixed to any Confidential Information. Other than

using the Software in accordance with the terms of this Agreement, You may not use the Confidential Information for Your or a third party's benefit, competitive development or any other purpose. You agree: (I) to hold the Confidential Information in strict confidence; (II) to limit disclosure of the Confidential Information to Your own employees or those of any Third Party, as specified in Section 7 (No Reverse Engineering; Other Restrictions) having a need to know the Confidential Information for the purposes of this Agreement; (III) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out Your obligations and exercise Your rights under this Agreement; (IV) to afford the Confidential Information at least the same level of protection against unauthorized disclosure or use as You normally use to protect Your own information of a similar character, but in no event less than reasonable care; and (V) to notify Tenable promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist Tenable in every reasonable way to stop or minimize such unauthorized use or disclosure. You agree that if a court of competent jurisdiction determines that You have breached, or attempted or threatened to breach, Your confidentiality obligations to Tenable or Tenable's proprietary rights, Tenable will suffer irreparable harm and that monetary damages will be inadequate to compensate Tenable for such breach. Accordingly, Tenable, in addition to and not in lieu of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations without requirement to post any bond.

#### **11. Warranty and Disclaimer.**

(a) Tenable warrants that, for a period of thirty (30) days from the Order Date of Software (the "Software Warranty Period"), the unmodified Software will, under normal use, substantially perform the functions described in its technical Documentation.

(b) ALL SERVICES, MATERIALS AND OTHER INFORMATION PROVIDED BY TENABLE IN CONNECTION WITH ANY SERVICES PERFORMED UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. THE FOREGOING EXPRESS WARRANTIES REPLACE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TENABLE MAKES NO WARRANTY THAT ANY SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER. THE WARRANTY MADE BY TENABLE MAY BE VOIDED BY YOUR ABUSE OR MISUSE.

#### **12. Exclusive Remedy.**

Tenable's sole obligation and liability, and Your sole and exclusive remedy under the warranties set forth in Section 11, shall be for Tenable to use commercially reasonable efforts to remedy the problem, or to replace the defective product, provided that Tenable is notified in writing of all warranty problems during the applicable Software Warranty Period.

#### **13. Limitation of Liability.**

IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS), TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE OR ITS RESELLER FOR THE SPECIFICALLY DEPLOYED LICENSED PRODUCT OR THE SPECIFIC SERVICES, FOR THE MOST RECENT LICENSE TERM, THAT GIVE RISE TO SUCH LIABILITY AND ARE THE SUBJECT OF THE CLAIM.

#### **14. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR

TENABLE'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON.

#### **15. Additional Provisions Regarding Liability.**

The limitations of liability set forth in Sections 13 and 14 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortious or unlawful conduct or damages for strict liability that may not be limited by law.

#### **16. Intellectual Property Infringement Indemnification.**

(a) Tenable shall, at its sole cost and expense, defend (or at its option, settle) and indemnify You and Your subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against You based upon a claim that use of the Software in accordance with this Agreement infringes such third party's United States patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action, provided that You give Tenable (i) prompt notice of such action or claim; (ii) the right to control and direct the investigation, defense, and/or settlement of such action or claim; and (iii) reasonable cooperation.

(b) If Your use of the Software is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Software substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Software; or (iii) terminate this Agreement, accept return of the Software and provide a pro rata refund to You. The pro rata refund will be calculated as follows: (1) for subscriptions, Tenable will provide a refund of any prepaid License Fees for the unused remainder of the

license term; and (2) for perpetual licenses, Tenable will refund the License Fee for the Software less allowance for amortization over a thirty-six (36) month period, straight-line method as well as a pro rata refund of any prepaid Support Fee.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 16(a) arising out of: (i) modifications of the Software made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Software in combination with other software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Software made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

(d) This Section 16 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **17. Indemnification.**

(a) Each of the parties acknowledges and agrees that by entering into and performing its obligations under this Agreement, Tenable will not assume and should not be exposed to the business and operational risks associated with Your business. You acknowledge that Your use of the Software is only a portion of Your overall security solution and that Tenable is not responsible for Your overall security solution. The parties acknowledge that the use of Software designed for vulnerability scanning may affect network operation during such scanning. Tenable shall not be liable to You for any impairment of the operation of any network arising from Your use of Software during such scanning. As between You and Tenable, You are (and Tenable is not) responsible for the success or failure of such security solution.

(b) You agree that You will, at Your expense, indemnify, defend and hold Tenable harmless in all claims and actions that seek compensation of any damages that arise out of or relate to (i) Your security solutions, (ii) Your use of the Software, or (iii) a breach of Your obligations under Section 9(a) or 20. You also agree to pay all settlements, costs, damages, legal fees and expenses finally awarded in all such claims and actions.

#### **18. Verification.**

For the term of this Agreement and one (1) year thereafter, You agree that Tenable or its

designee shall have the right, at its own expense and under reasonable conditions of time and place, to audit and copy all records of Your use of the Software. Tenable or its designee may also require You to complete accurately a self-audit questionnaire in a form provided by Tenable. If an audit reveals unlicensed use of the Software, a breach of this Agreement or underpayment of any Fees by You or Your employees or agents, You must, in addition to such other rights and remedies as may be available to Tenable as the result of such breach, promptly order and pay for sufficient licenses (at Tenable's then-current price for such licenses) to permit all usage disclosed and pay the full cost of such audit and copying. Tenable will use information obtained from such audit only to verify and enforce Your compliance with the terms of this Agreement, to comply with any governmental reporting requirements and for such other purposes as required by law.

#### **19. Your Payment Obligations.**

You agree to pay any and all amounts due or incurred by You, including any License Fee or Support Fee or any other applicable charge, as are specified in an invoice provided by Tenable or its Vendor in consideration for Your license of the Software (the "Fees"). You further agree to pay any and all amounts due or incurred for any Professional Services as set forth in an applicable Statement of Work or detailed on a quote. Payment for Software is due (a) within thirty (30) days of the Order Date, (b) in accordance with Your payment terms with an applicable Vendor, if any, or (c) in such other period of time as agreed to in writing by the parties. Unless otherwise agreed to in writing or as detailed in a signed Statement of Work, payment for Professional Services is due within thirty (30) days from the Order Date. You agree to pay directly or reimburse Tenable and Vendor for any taxes (including, sales or excise taxes, value added taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, arising out of this Agreement, imposed on the Software or the use thereof, or Tenable's or Vendor's performance under this Agreement. You agree to pay Tenable's and Vendor's invoices without deducting any present or future taxes, withholdings or other charges except those deductions You are legally required to make. If You are legally required to make any deductions, You agree to pay Tenable such amounts as are necessary to make the net amounts remaining after such deductions equal to the stated amount due under this Agreement. The payments or reimbursements will be in such amounts as are sufficient to relieve Tenable from owing any further taxes, either directly

or on the basis of the payments made under this Agreement. Notwithstanding the foregoing, Tenable will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. You agree to pay any interest and penalties imposed by any taxing authorities to the extent such interest and penalties are applicable to taxes not paid at Your request or as a result of reliance by Tenable on Your representations. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, You will obtain such certificate or document. You agree to pay for actual travel and living expenses for Professional Services where Tenable is conducting on-site work. Payment for travel and living expenses is due thirty (30) days from the date You receive a proper invoice. You agree to promptly pay or reimburse Tenable or its Vendor, as applicable, for all costs and expenses, including all reasonable attorneys' fees, related to any breach of Your obligations under this Agreement.

#### **20. Legal Compliance; Restricted Rights.**

The Software is provided solely for lawful purposes and use. You are solely responsible for, and agree to perform Your obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity and those identifying and requiring permits, licenses, approvals, and other consents) ("Laws"). If a charge is made that You are not complying with any such Laws, You will promptly notify Tenable of such charges in writing. Without limiting the foregoing, You agree to act as the exporter of record and comply with all U.S. export Laws (including the International Traffic in Arms Regulation ("ITAR"), 22 CFR 120-130, and the Export Administration Regulation ("EAR"), 15 CFR Parts 730 *et seq.*) and applicable export Laws of Your locality (if You are not in the United States), to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of Law or without first obtaining all required authorizations or licenses. You will, at Your sole cost and expense, obtain and maintain in effect all permits, licenses, approvals and other consents related to Your obligations under this Agreement. You agree, at Your expense, to comply with all foreign exchange and other Laws applicable to You. The Software (1) was developed solely at private expense, (2) contains "restricted computer

software” submitted with restricted rights in accordance with FAR 52.227-19 Commercial Computer Software–Restricted Rights (June 1987) sections (a) through (d) and its successors, and (3) in all respects is proprietary data belonging to Tenable, its affiliates or their licensors or suppliers. For Department of Defense units, the Software is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. The parties further agree to comply with sanctions administered by the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) and shall not engage in prohibited trade to persons or entities on the Specially Designated Nationals (“SDN”) list.

## **21. Termination.**

This Agreement and Your license to use the Software shall terminate (a) on thirty (30) days’ notice and opportunity to cure if Tenable materially breaches any of its obligations under this Agreement, or (b) automatically if You fail to comply with any term or condition of this Agreement, provided that such termination will not extinguish any future payment obligations to which You may have agreed. Immediately after termination of this Agreement, You shall return to Tenable the Software, together with all copies, modifications and merged portions of the Software in any form, and shall certify to Tenable in writing that through Your best efforts and to the best of Your knowledge all such materials have been returned to Tenable and removed from host computers on which Software resided. The removal and deletion provisions of this Section 21 do not apply to copies of the Software that are made pursuant to Your reasonable back-up and archival policies (under which back-up tapes that will be overwritten in due course may contain copies of the Software), provided that (i) such copies are only retained by You in the course of Your back-up procedures, (ii) such copies will be deleted within a reasonable period of time in the normal course of overwriting under the back-up process, and (iii) such copies never be used to exceed the license restrictions under this Agreement. Any Statement of Work or Professional Services obligation shall terminate (x) at either party’s convenience upon thirty (30) days’ notice to the other party, or (y) if, after thirty (30) days’ notice and opportunity to cure, a party has failed to cure a material breach of a Statement of Work or Professional Services Specifications. Upon such termination for Tenable’s breach or by Tenable for convenience, You will only pay Tenable all fees

earned up until the point of termination as well as all reimbursable expenses.

## **22. Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Maryland, USA, without regard to choice-of-law rules or principles. No aspect or provision of the Uniform Computer Information Transactions Act, as implemented under Maryland law, shall apply to this Agreement. You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **23. Dispute Resolution.**

You and Tenable submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Agreement.

## **24. Notices.**

Any notices or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier, to the address specified herein or such other address as a party may specify in writing. Tenable may also provide notices to You via an email address You have provided to Tenable. All notices to Tenable shall be sent to the attention of the Legal Department (unless otherwise specified by Tenable).

## **25. Non-Solicitation.**

For a period of one (1) year after completion of Professional Services, You will not, either directly or indirectly, employ or solicit for employment any person employed by Tenable or any of its affiliates then or at any time within the preceding twelve (12) months with whom You have worked in the course of Professional Services performed for You under this Agreement. For the avoidance of doubt, this restriction shall not prevent You from hiring based on a response to Your advertising in good faith to the general public a position or vacancy to which an employee or worker of Tenable responds, provided

that no such advertisement shall be intended to specifically target Tenable personnel.

## **26. Assignment.**

You may not assign or otherwise transfer this Agreement without Tenable's prior written consent which will not be unreasonably withheld.

## **27. General.**

This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. No purchase order shall supersede, modify, or supplement this Agreement. Any amendment to the terms of this Agreement must be in writing and signed by the parties. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. Unless Tenable agrees otherwise, You agree that Tenable may use Your name and/or logo in a customer list. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery date shall be extended to the extent of any delay resulting from any force majeure event. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including Sections 3 through 4 and 11 through 23 and Section 25. "Including" and its derivatives (such as

"include" and "includes") mean including without limitation; this term is as defined, whether or not capitalized in this Agreement.

## **28. Language.**

The language of this Agreement is English and all notices given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The parties have expressly agreed that all invoices and related documents be drafted in English.

## **29. Third Parties.**

This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any Law to enforce any term of this Agreement.

## **30. Government Entities.**

(a) If You are prohibited by law, regulation, or relevant attorney general opinion from (collectively, "Restrictions"), the following sections shall be modified to the extent necessary to allow You to comply with such Restrictions:

(b) Section 10 (Confidentiality) may be amended to comply with any public records statute with which You are bound to comply.

(c) Section 17 (Indemnification), subpart (b) may be deleted in its entirety.

(d) Section 22 (Governing Law) may be modified to remove reference to a specific jurisdiction's laws, but the parties' agreement to reject from application the Uniform Computer Information Transactions Act, and the U.N. Convention on Contracts for the International Sale of Goods, shall remain.

(e) Section 23 (Dispute Resolution) may be modified to remove (i) reference to venue in a specific jurisdiction, and/or (ii) the waiver of a jury trial.

**ADDENDUM A  
TENABLE NETWORK SECURITY IRELAND LIMITED**

If Your Agreement is with Tenable Network Security Ireland Limited, the following terms are provided in lieu of and replace their corresponding sections in the main body of the Agreement.

**13. Limitation of Liability.**

SUBJECT TO SECTIONS 14 AND 15, IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION AND ANY OTHER CONTRACT OR TORT CLAIMS), TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) A SUM EQUAL TO THE FEES YOU PAID TO TENABLE OR ITS RESELLER FOR THE SPECIFICALLY DEPLOYED LICENSED PRODUCT OR THE SPECIFIC SERVICES, FOR THE MOST RECENT LICENSE TERM, THAT GIVE RISE TO SUCH LIABILITY AND ARE THE SUBJECT OF THE CLAIM.

**14. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY:

(a) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR

(b) LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS (IN EACH CASE WHETHER DIRECT OR INDIRECT),

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR TENABLE'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON.

**15. Additional Provisions Regarding Liability.**

The limitations of liability set forth in Sections 13 and 14 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for (i) death or personal injury caused by Tenable's negligence or (ii) fraud or fraudulent misrepresentation.

**16. Intellectual Property Infringement Indemnification.**

(a) Subject to Section 14, Tenable will defend and/or settle all third party claims, actions and lawsuits asserting that Your operation of the Software infringes an intellectual property right in Ireland and/or the United States, provided that: (i) You shall provide Tenable with prompt written notice of any claim or lawsuit; (ii) Tenable shall have sole control of the defense and all negotiations for settlement or compromise thereof; (iii) You shall reasonably cooperate in the defense of such claim or lawsuit (at Tenable's cost); and (iv) Tenable shall only pay infringement claim defense costs, Tenable-negotiated settlement amounts, and/or damages finally awarded against You by a court of competent jurisdiction.

(b) If Your use of the Software is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Software substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Software; or (iii) terminate this Agreement, accept return of the Software and provide a pro rata refund to You. The pro rata refund will be calculated as follows: (1) for subscriptions, Tenable will provide a refund of any prepaid License Fees for the unused remainder of the license term; and (2) for perpetual licenses, Tenable will refund the License Fee for the Software less allowance for amortization over a thirty-six (36) month period, straight-line method as well as a pro rata refund of any prepaid Support Fee.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 16(a) arising out of: (i) modifications of the Software made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Software in combination with other software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Software made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

This Section 16 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

## **22. Governing Law.**

This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland.

You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **23. Dispute Resolution.**

All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010.

Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

All provisions of the Agreement other than those explicitly changed by this Addendum shall remain in full force and effect.

## TENABLE.IO SUBSCRIPTION AGREEMENT

This is a binding legal agreement (“Agreement”) between Tenable (as defined below), and you, the party using the Services and Software (“You”). BY CLICKING THE "I ACCEPT" BUTTON OR CHECKBOX ON THE REGISTRATION PAGE, YOU AGREE TO THE FOLLOWING TERMS OF SERVICE AND ANY ATTACHMENTS, EXHIBITS, ADDENDA OR TERMS INCORPORATED HEREIN AND BY REFERENCE. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT USE THE SERVICES.

### 1. Definitions.

(a) “Affiliate” means any entity that controls, is controlled by, or is under common control with a party. In this context, “control” shall mean (1) ownership by one entity, directly or indirectly, of greater than fifty percent (50%) of the voting equity of another entity or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise.

(b) “Asset” means any of Your systems that can be uniquely identified (including, but not limited to, a server with an IP address, CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, an Asset record imported from a CMDB, a Web Application URL).

(c) “Confidential Information” means any information and/or materials that, from all the relevant circumstances, should reasonably be assumed to be confidential or proprietary. Tenable’s Confidential Information includes the Software, and structure, functionality, and organization of the Services. Your Confidential Information includes scan results compiled via the Services as well as information You import from outside sources.

(d) “Devices” means any of Your computer hardware, network, storage, input/output, or electronic control devices, and software installed on such devices.

(e) “Disclosing Party” means the party (Tenable or You) disclosing Confidential Information.

(f) “Documentation” means the associated user manuals and user documentation for the Services available at Tenable’s support portal.

(g) “Effective Date” means the date on which Tenable initially processes a valid order to purchase Your access to the Services.

(h) “Materials” means the slides, documents examples and other materials provided as part of the Professional Services.

(i) “Network Security Audits” are audits conducted to ascertain the level of compliance or non-compliance of network Devices with certain published security standards and to disclose security vulnerabilities. Network Security Audits may include port scanning and port connections, evaluating services by checking versions and responses to certain requests, and crawling websites to perform testing of forms, application responses, or to confirm the existence of certain files at the time of the audit.

(j) “PCI Scans” are scans designed to assess compliance with the Payment Card Industry Data Security Standard.

(k) “Professional Services” means start-up implementation and configuration services, security consulting services, on-site or virtual training courses, each as scoped and defined in a separate Statement of Work. “Professional Services” does not include the Services.

(l) “Professional Services Specifications” means the document produced with Your quote detailing the Professional Services to be provided.

(m) “Receiving Party” means the party (Tenable or You) receiving Confidential Information.

(n) “Services” means security services offered through the Tenable.io platform, which may include scans of Devices, domains or web applications owned by You or that You are otherwise authorized to scan, including PCI Scans and Network Security Audits. “Services” includes access to and use of applicable Software. “Services” does not include the Professional Services.

(o) “Software” means (i) each software product made available for download and installation on Your premises through the Tenable.io platform, or (ii) each software product made available for download and installation on Your premises which can be run on a stand-alone basis, not connected to the Services. Software includes patches, updates, improvements, additions, enhancements and other modifications or revised versions of the same that may be provided to You by Tenable from time to time.

(p) “Tenable” means,

(i) **Tenable, Inc.**, a Delaware corporation having offices at 7021 Columbia Gateway Drive, Suite 500, Columbia, MD 21046, if You (a) are a commercial entity or individual primarily located in the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable, Inc., or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable, Inc.;

(ii) **Tenable Public Sector LLC**, if You (a) are an agency or instrumentality of the United States Government, (b) are an applicable Federal Systems Integrators (“FSI”), (c) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Public Sector LLC, or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Public Sector LLC; or

(iii) **Tenable Network Security Ireland Limited**, a limited company organized under the laws of Ireland, if You (a) are an entity or individual primarily located outside the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Network Security Ireland Limited, or (c) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Network Security Ireland Limited.

(q) “Third Party Components” means code or other intellectual property included as part of the Software that was licensed to Tenable by third parties.

## 2. Services.

(a) Tenable hereby grants to You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable right to access and use those modules of the Services set forth on a valid invoice produced by Tenable in response to an order issued by You (each a “Tenable Invoice”). You may only use the Services for Your own internal business purposes and in accordance with the terms and conditions in this Agreement. You further agree to any additional limitations imposed on the Services (including but not limited to a restriction on the number of Assets or web applications that may be scanned), as stated in the Tenable Invoice. If You exceed Your license restrictions during the term of this Agreement, You must purchase an upgraded license to allow for all actual usage. In order to use the Software or Services, You must meet or exceed the specifications found in the Tenable General Requirements document, available at [http://static.tenable.com/prod\\_docs/Tenable\\_General\\_Requirements.pdf](http://static.tenable.com/prod_docs/Tenable_General_Requirements.pdf) or a successor location.

(b) You may use the Services to manage or gather information from supported software and agents not hosted by Tenable, provided that You have paid for such software and agents and have the right to access them; however, You may not use the Services to gather information from Nessus scanners.

(c) To allow Tenable to perform the Services and/or license the Software, You agree to provide certain necessary scan information, which may include license attributes, IP addresses, hostnames, account IDs, the number of Assets You are managing with the Software, or other relevant information. Tenable may use any of Your technical data (including scan data) for Tenable’s reasonable business purposes, including product support, license validation and research and development.

(d) Upon completion of a PCI Scan, You may submit the report to Tenable for review up to two (2) times per calendar quarter (unless more submissions are provided for in a Tenable Invoice).

(e) You hereby authorize Tenable to perform the Services, including accessing Your systems and computers in the context of the Services, in accordance with the terms of this Agreement. As such, You acknowledge that the Services may appear to be an attempt to breach the security of Your Devices, and that the Services may ultimately cause Your Devices to crash. Further, You acknowledge that the Services may modify Your Devices or their contents. You agree not to pursue any claims against Tenable as a result of any access to Your systems and computers.

(f) Tenable reserves the right to withdraw features from the Services provided that: (i) the core functionality of the Services remains the same; or (ii) You are offered access to a product or service providing materially similar functionality as the functionality removed from the Services. The preceding remedies under Section 2(f)(i) or (ii) are the sole remedies available in the event that the Tenable withdraws features from the Services.

(g) Upon Your request and subsequent approval by Tenable, You may receive limited access to evaluate the Services. Such evaluation may be subject to additional terms and conditions provided by Tenable. After the evaluation period ends, You must purchase access to the Services to continue to use them. You may not use the evaluation Services to scan third party networks or to provide a service to Your customers.

## 3. Software.

(a) Subject to the terms and conditions of this Agreement, Tenable grants to You and Your Affiliates a non-exclusive, non-transferable license in object code

form only to access and use those modules of the Software set forth on Tenable Invoice. You may only use the Software for Your own internal business purposes and in accordance with the terms and conditions in this Agreement. You agree to pay the applicable license fee (the "License Fee") as set forth on the Tenable Invoice. You further agree to any additional limitations imposed on the Software (including but not limited to a restriction on the number of Assets or web applications that may be scanned), as stated in the Tenable Invoice. Your right to install such Software is limited to use with the computers or machines for which the Software is registered for use. Any rights in Software not granted in this Agreement are expressly reserved by Tenable.

(b) You may make a reasonable number of copies of the Software, in whole or in part, only for backup or archival purposes or to replace a worn or defective original or copy. You may not operate in production a copy of the Software at the same time as the original or another copy.

(c) You shall not permit any (i) unauthorized parties to have access to the Software, or (ii) unauthorized copying, publication, disclosure or distribution of the Software, in whole or in part, in any form by You or any third party. You agree to notify Tenable of any unauthorized access to, or use, copying, publication, disclosure or distribution of, the Software.

(d) Any Third Party Component that is not marked as copyrighted by Tenable is subject to other license terms that are specified in the documentation available on Tenable's website ([http://static.tenable.com/prod\\_docs/Tenable\\_License\\_Declarations.pdf](http://static.tenable.com/prod_docs/Tenable_License_Declarations.pdf) or a successor location). By installing the Software, You hereby agree to be bound by such other license terms.

#### **4. Not For Resale License.**

(a) If You are a partner to whom a "Not For Resale" or "NFR" license has been granted, Your right to use the Services will commence as of the Effective Date and continue for a period of one year ("Initial Term"). After the Initial Term, Your NFR license shall automatically renew for consecutive one (1) year terms unless either party provides the other party with written notice of its non-renewal of the NFR license at least thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, Tenable may terminate Your NFR license for its convenience upon thirty (30) days' notice, or immediately should You breach any obligations under this Agreement.

(b) You shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements

to anyone on behalf of Tenable, including without limitation, relating to Tenable products, software, or services. Except as specifically permitted in this Agreement, You shall not state or imply that any of Your products have been endorsed, reviewed, certified or otherwise approved by Tenable.

(c) You hereby represent and warrant to the Tenable that: (i) You will not intentionally harm the reputation or goodwill of Tenable through any act or omission, and (ii) You have used commercially reasonable efforts to ensure that any software, code, algorithm, API, etc., transferred to Tenable is free from any time bomb, virus, drop dead device, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Tenable.

(d) You shall, at Your sole cost and expense, defend (or at its option, settle) and indemnify Tenable and Tenable's subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against Tenable based upon a claim that use of Your software or Your product in accordance with this Agreement infringes such third party's patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action.

#### **5. Support/Service Levels.**

As part of the Services, Tenable will provide You with the support plan You have purchased. Support will be provided in accordance with Tenable's then-current Technical Support Plan document and consistent with Tenable's Product Lifecycle Policy, each of which is available at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location. Tenable commits to make the Services available in accordance with Tenable's then-current service level agreement, available at [http://static.tenable.com/prod\\_docs/Service\\_Level\\_Co\\_mmitment.pdf](http://static.tenable.com/prod_docs/Service_Level_Co_mmitment.pdf) or a successor location.

#### **6. Professional Services.**

(a) Tenable may provide You with Professional Services as further described in a Statement of Work or Professional Services Specifications provided with or referenced in a quote. Subject to payment in full for the Professional Services, Tenable grants You a non-exclusive, non-transferable right to use the Materials for Your internal use and solely in conjunction with the Services. Except as otherwise agreed to by the parties in writing, all Professional Services Specifications or signed

Statements of Work will be governed by this Agreement. In the event of inconsistency between this Agreement and a signed Statement of Work, the Statement of Work shall govern.

(b) If You or Your designated attendees (“Attendees”) do not attend a scheduled training session or cancel a Professional Services engagement without providing proper notice, Tenable shall have no obligation to perform the Professional Services or provide a refund. You must provide Tenable at least ten (10) business days’ notice to reschedule. Tenable reserves the right to reject requests for rescheduling submitted with less than ten (10) business days’ notice. For training courses, You may substitute different individuals for scheduled Attendees provided Tenable is properly notified at least three (3) business days in advance. Tenable is not obligated to provide any services except as mutually agreed in a Professional Services Specifications or Statement of Work.

(c) For Professional Services occurring on Your site, Tenable agrees to comply, as it determines to be appropriate, with Your reasonable security procedures provided You inform Tenable of such procedures in advance. Some of the Professional Services may require You to have specialized knowledge or meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, receipt of applicable software license keys, up-to-date web browser, operating system, etc.). You are responsible for assessing the suitability of the Professional Services. Tenable will not provide any refund based on a failure to meet prerequisites. If technical issues arise during the Professional Services, Tenable will use commercially reasonable efforts to resolve such issues, but will have no liability based on Your failure to meet technical requirements.

(d) The Professional Services will be deemed satisfactory and accepted by You unless within ten (10) calendar days after the Professional Services have been performed, You give Tenable written notice of the respects in which You believe the results do not conform to the applicable requirements. Upon confirmation by Tenable of nonconformance of the Professional Services, Tenable’s entire liability and Your exclusive remedy will be for Tenable to use its reasonable efforts to re-perform the Professional Services within a reasonable period of time; provided that if Tenable is unable to re-perform the Professional Services, Tenable may elect to refund all payments actually received by Tenable from You for the particular Professional Services deemed to be nonconforming, in full satisfaction of Tenable’s obligations.

(e) Professional Services must be scheduled within three (3) months of the date You originally ordered such Professional Services, and completed within six (6) months of the date You originally ordered such Professional Services. If You do not schedule Professional Services within this time frame, Tenable shall have no obligation to perform the Professional Services or provide a refund.

(f) For a period of one (1) year after completion of Professional Services, You will not, either directly or indirectly, employ or solicit for employment any person employed by Tenable or any of its affiliates that have provided You with Professional Services under this Agreement. For the avoidance of doubt, this restriction shall not prevent You from hiring based on a response to Your advertising in good faith to the general public a position or vacancy to which an employee or worker of Tenable responds, provided that no such advertisement shall be intended to specifically target Tenable personnel.

## **7. Term.**

This Agreement commences on the Effective Date and continues for the duration of the initial term agreed upon by the parties as set forth in a Tenable Invoice, or until it is terminated according to the terms of this Agreement.

## **8. Your Obligations.**

You must provide current, accurate information in all submissions made in connection with the Services, including registration information and the location of the networks to be scanned. Tenable may, in its sole discretion, prohibit or suspend access of certain users. You agree to safeguard and maintain the confidentiality of all user names and passwords. You further agree to use Your best efforts to ensure that no unauthorized parties have access to the Services through Your account, and You will promptly notify Tenable of any unauthorized access of which You are aware. You are responsible for all use of the Services through Your account and for compliance with this Agreement; any breach by You or any user using the Services through Your account shall be deemed to have been made by You. If You gain access through the Services to any information for which You are not authorized, You must immediately destroy such information and any copies. If You provide Tenable with any comments, suggestions, or other feedback regarding the Services, You agree to assign and hereby do assign to Tenable all right, title and interest in and to such feedback.

## **9. Restrictions on Use.**

(a) You may not do any of the following: (i) request or perform scans of networks and Devices for

which You do not have the express authority to do so; (ii) request Services that will constitute any attack, hack, crack, or any other unauthorized access, malicious usage or unlawful activity; (iii) use the Services in such a way as to create an unreasonable load on Tenable systems or the Devices to which You have directed the Services to interact; (iv) rent, sell, lease, redistribute, transfer, or otherwise allow a third party to use the Services; (v) use the Services to access or reveal any personal information; (vi) sublicense, or in any other way attempt to grant or transfer to a third party, any of the rights granted to You in this Agreement; or (vii) impersonate or in any way misrepresent Your affiliation or authority to act on behalf of any entity. If You request scanning (intentionally or not) of a third party network, You agree to be fully responsible for any damages attributable to such scanning, and You further agree that Tenable may provide all relevant information to the target of such scanning as well as lawful authorities if they pursue an inquiry into such scanning, and such disclosure shall not be considered a breach of confidentiality.

(b) Except as expressly allowed herein or permitted by applicable law; You may not directly or indirectly: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Software; (ii) reproduce, modify, translate or create derivative works of all or any part of the Software; or (iii) remove, alter or obscure any proprietary notice, labels, or marks on the Software.

(c) You may not use the Services if You: (i) are, or work for, a competitor of Tenable; (ii) have been convicted of any computer or Internet-related crime within the last five (5) years; or (iii) are located in or are a national of a place where applicable law prohibits the use of the Services or where U.S. law does not permit Tenable to perform the Services (e.g., Cuba, Iran, North Korea, Sudan, Syria).

(d) Notwithstanding the foregoing, and subject to all other terms of this Agreement, You may permit a third party (a "Third Party") to (a) use the Services to perform security services for Your business, or (b) administer the Services, each provided that: (i) any such Third Party use or administration is for Your sole benefit of and on Your behalf; (ii) You acknowledge that You shall be legally responsible for the Third Party's use of the Services including without limitation any obligations arising from such use and any breach by the Third Party of the terms and conditions of this Agreement, including Section 10 (Confidentiality; Privacy); and (iii) if You elect to add a Third Party to Your account, only the Third Party will be permitted to contact Tenable Support (i.e., You may not contact Tenable Support directly during such time as the Third Party is providing services pursuant to this Section

9(d)). Upon sixty (60) days' notice, Tenable shall have the right to withdraw its consent to the use of any Third Party in its reasonable discretion.

## **10. Confidentiality; Privacy.**

(a) Confidential Information will remain the property of the Disclosing Party, and the Receiving Party will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

(b) "Confidential Information" shall not include information that (a) is already known to the Receiving Party or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the Receiving Party or its affiliates; (c) is received by the Receiving Party from a third party without any restriction or confidentiality; (d) is independently developed by the Receiving Party or its affiliates without reference to the disclosing party's Confidential Information; (e) is disclosed to third parties by the Disclosing Party without any obligation of confidentiality; or (f) the Disclosing Party designates in writing as not confidential.

(c) The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence, affording the Disclosing Party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the Receiving Party normally uses to protect its own information of a similar character, but in no event less than reasonable care. Tenable may share Confidential Information with its affiliates or authorized contractors in the performance of the Services.

(d) If the Receiving Party or any of its partners, officers, directors, employees or agents is requested or required in a legal proceeding or pursuant to legal process to disclose any Confidential Information, then the Receiving Party will use all reasonable efforts to notify the Disclosing Party promptly so that the Disclosing Party may seek any appropriate protective order and/or take any other action to prevent or limit such disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the judgment of its counsel, compelled to disclose such Confidential Information, the Receiving Party shall use all reasonable efforts to inform the Disclosing Party as far in advance of such disclosure as practicable and will furnish only that portion of the Confidential Information disclosure of which is legally required. The Receiving Party acknowledges and agrees that the breach of any term, covenant or provision of this Agreement may cause irreparable harm to the

Disclosing Party and, accordingly, upon the breach by the Receiving Party of any term, covenant or provision of this Agreement, the Disclosing Party shall be entitled to injunctive relief, together with any other remedy available at law or in equity.

(e) The Receiving Party will notify the Disclosing Party promptly of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. If You provide personal information to Tenable hereunder and You notify Tenable in writing that You have done so, Tenable agrees to use commercially reasonable efforts to protect its security.

(f) Tenable will not delete Your scan data hosted by the Services less than twelve (12) months after the scans are run; however, You acknowledge that Tenable may be obligated to maintain copies of certain of Your scans for a longer period of time for compliance purposes.

## **11. Warranty; Disclaimer.**

(a) Tenable warrants that the Services and Software will provide in all material respects the functionality described in Tenable's Documentation applicable to the Services purchased by You. Your sole and exclusive remedy in the event Tenable breaches this warranty shall be for Tenable to use commercially reasonable efforts to modify the Services to provide in all material respects the functionality described in Tenable's Documentation and, if Tenable is unable to restore such functionality within sixty (60) days, You shall be entitled to terminate the Agreement and receive a pro-rata refund of any prepaid subscription fees for Your use of the nonconforming Services for the terminated portion of the term. Tenable shall have no obligation with respect to a warranty claim unless You notify Tenable of such claim within thirty (30) days of the date the underlying condition first arose, and such notice must be sent in accordance with Section 22. The warranties set forth in this Section are made to You and for Your benefit only. All warranties shall only apply if the applicable Service has been utilized in accordance with this Agreement and the Documentation.

(b) EXCEPT AS EXPRESSLY STATED IN SECTION 11(a), TENABLE MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU

UNDERSTAND THAT ASSESSING NETWORK SECURITY IS A COMPLEX PROCEDURE, AND TENABLE DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF YOUR SECURITY FLAWS, AND YOU AGREE NOT TO RELY SOLELY ON SUCH SERVICES IN DEVELOPING YOUR SECURITY STRATEGY. TENABLE MAKES NO GUARANTEE THAT A SUCCESSFUL COMPLETION OF A TENABLE PCI SCAN WILL MAKE YOU COMPLIANT WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. YOU ACKNOWLEDGE THAT THE SERVICES MAY RESULT IN LOSS OF SERVICE OR OTHER IMPACT TO NETWORKS OR COMPUTERS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES RELATING TO SUCH LOSS OR IMPACT.

## **12. Limitation of Liability.**

IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE FOR THE NONCONFORMING SERVICES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## **13. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SERVICES, AND FOR ANY RELIANCE THEREON.

#### **14. Intellectual Property Infringement Indemnification.**

(a) Tenable shall, at its sole cost and expense, defend (or at its option, settle) and indemnify You and Your subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all finally awarded third party claims brought against You based upon a claim that Your use of the Services in accordance with this Agreement infringes such third party's United States patent issued as of the Effective Date, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action, provided that You (i) provide Tenable prompt notice of such action or claim; (ii) give Tenable the right to control and direct the investigation, defense, and/or settlement of such action or claim; and (iii) reasonably cooperate.

(b) If Your use of the Services is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) modify or replace the Services as necessary to avoid infringement, provided that the replacement services will be substantially functionally similar; (ii) procure for You the right to continue using the Services; or (iii) terminate this Agreement and provide a pro rata refund to You of prepaid subscription fees applicable to the terminated portion of the term.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 14(a) arising out of: (i) modifications of the Services made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Services in combination with other services, software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Services made available by Tenable; or (iv) Your use of the Services in a manner not permitted by this Agreement. Except as expressly stated in this Section 14, Tenable does not indemnify You against any claims made against You by others as a result of Your use of the Services.

(d) This Section 14 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **15. Indemnification.**

You agree to indemnify, defend and hold harmless Tenable, its officers, directors, employees, agents, suppliers, licensors, affiliates, and other related parties from and against all costs, expenses (including

reasonable attorneys' fees), losses, liabilities and damages arising out of or related to: (i) any violation of Your obligations under Section 9 of this Agreement; (ii) Your use of Services, except to the extent that the damages arise from the Services' material failure to comply with the Documentation; or (iii) Your use or application of the information obtained from the Services.

#### **16. Your Payment Obligations.**

You agree to pay all amounts due or incurred by You, as specified in any Tenable Invoice or any other invoice or ecommerce transaction provided by Tenable or its reseller in consideration for Your use of the Services. Fees are charged for access to the Services and/or Software, not actual usage. Unless otherwise agreed to in writing or as detailed in a signed Statement of Work, payment for Professional Services is due within thirty (30) days from the Order Date. You agree to pay for actual travel and living expenses for Professional Services where Tenable is conducting on-site work. Payment for travel and living expenses is due thirty (30) days from the date You receive a Tenable Invoice. You agree to pay directly or reimburse Tenable or its reseller for any taxes (including, sales or excise taxes, value added taxes, gross receipt taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, imposed on or arising out of this Agreement or Your use of the Services. Notwithstanding the foregoing, Tenable will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. You agree to pay Tenable or its reseller without deducting any present or future taxes, withholdings or other charges except those deductions it is legally required to make. If You are legally required to make any deductions or withholding, You agree to provide evidence of such withholding upon request. You agree to pay any interest and penalties imposed by any taxing authorities to the extent such interest and penalties are applicable to taxes not paid at Your request or as a result of reliance by Tenable on Your representations. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, You will obtain such certificate or document.

#### **17. Legal Compliance; Restricted Rights.**

The Services are provided solely for lawful purposes and use. You agree to perform Your obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity

and those identifying and requiring permits, licenses, approvals, and other consents) (“Laws”). If a charge is made that You are not complying with any such Laws, You will promptly notify Tenable of such charges in writing. Without limiting the foregoing, You agree to comply with all U.S. computer security laws, including, without limitation, the Computer Fraud and Abuse Act (“CFAA”), 18 USC Sec. 1030. You also agree to comply with all U.S. export laws (including the International Traffic in Arms Regulation (“ITAR”), 22 CFR 120-130, and the Export Administration Regulation (“EAR”), 15 CFR Parts 730 *et seq.*) and applicable export Laws of Your locality (if You are not in the United States), to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law or without first obtaining all required authorizations or licenses. You agree that You will be the exporter of record any time You cause the Services to be accessed outside the United States or by a national of any country other than the United States. You will, at Your sole cost and expense, obtain and maintain in effect all permits, licenses, approvals and other consents related to Your obligations under this Agreement. You agree, at Your expense, to comply with all foreign exchange and other Laws applicable to You. The Software (1) was developed solely at private expense, (2) contains “restricted computer software” submitted with restricted rights in accordance with FAR 52.227-19 Commercial Computer Software–Restricted Rights (June 1987) sections (a) through (d) and its successors, and (3) in all respects is proprietary data belonging to Tenable, its affiliates or their licensors or suppliers. For Department of Defense units, the Software is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. The parties further agree to comply with sanctions administered by the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) and shall not engage in prohibited trade to persons or entities on the Specially Designated Nationals (“SDN”) list.

#### **18. Termination.**

You may terminate this Agreement at any time by stopping use of the Services and providing notice in writing to Tenable; provided, however, such termination shall not relieve You of any payment obligations incurred up to the date of termination. Tenable may terminate this Agreement and Your access to the Services upon thirty (30) days’ notice if You fail to materially comply with any term or condition of this Agreement. Immediately after the expiration or termination of this Agreement, You shall remove any copies of the Software and, upon Tenable’s request, You shall certify to Tenable in writing that through

Your best efforts and to the best of Your knowledge all such materials have been returned to Tenable and removed from host computers on which Software resided. Notwithstanding the foregoing, Tenable may terminate this Agreement immediately upon notice if You breach Sections 8, 9 or 10.

#### **19. Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Maryland, USA, without regard to choice-of-law rules or principles. No aspect or provision of the Uniform Computer Information Transactions Act, as implemented under Maryland law, shall apply to this Agreement. You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **20. Dispute Resolution.**

You and Tenable submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any issues in any action or proceeding arising out of or related to this Agreement.

#### **21. Modification of Terms.**

The terms of this Agreement will remain in effect during the term specified in Section 7 above. Upon any renewal of the Services, the terms then in effect (available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location) will come into effect and govern the term of such renewal. You agree that Your use of the Services at the time of such renewal will be deemed full and adequate acceptance of the updated terms.

#### **22. Notices.**

Any notices or other communication to Tenable pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier. All notices to Tenable must be sent to the address described in this Agreement to the attention of the Legal Department (unless otherwise specified by Tenable). All notices to You may be sent to the physical address referenced in this Agreement or otherwise provided to Tenable, or the email address You provided during registration.

### **23. Assignment.**

You may not assign or otherwise transfer this Agreement without Tenable's prior written consent, which will not be unreasonably withheld.

### **24. General.**

This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. No purchase order shall modify, supersede, or become part of this Agreement, or otherwise contractually bind Tenable. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. You agree that Tenable may use Your name or logo in a customer list. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery date shall be extended to the extent of any delay resulting from any force majeure event. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. "Including" and its derivatives (such as "include" and "includes") mean including without limitation; this term is as defined, whether or not capitalized in this Agreement.

### **25. Language.**

The language of this Agreement is English and all invoices and other documents given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will

be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The parties have expressly agreed that all invoices and related documents be drafted in English.

### **26. Third Parties.**

This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any law to enforce any term of this Agreement.

### **27. Government Entities.**

(a) If You are prohibited by law, regulation, or relevant attorney general opinion from (collectively, "Restrictions"), the following sections shall be modified to the extent necessary to allow You to comply with such Restrictions:

(b) Section 4 (Not For Resale License) shall be deleted in its entirety and You may not be granted a license on a Not For Resale basis.

(c) Section 10 (Confidentiality; Privacy) may be amended to comply with any public records statute with which You are bound to comply.

(d) Section 15 (Indemnification) may be deleted in its entirety.

(e) Section 19 (Governing Law) may be modified to remove reference to a specific jurisdiction's laws, but the parties' agreement to reject from application the Uniform Computer Information Transactions Act, and the U.N. Convention on Contracts for the International Sale of Goods, shall remain.

(f) Section 20 (Dispute Resolution) may be modified to remove (i) reference to venue in a specific jurisdiction, and/or (ii) the waiver of a jury trial.

**ADDENDUM A**  
**TENABLE NETWORK SECURITY IRELAND LIMITED**

If Your Agreement is with Tenable Network Security Ireland Limited, the following terms are provided in lieu of and replace their corresponding sections in the main body of the Agreement.

**11. Warranty; Disclaimer.**

(a) Tenable warrants that the Services will provide in all material respects the functionality described in Tenable's Documentation applicable to the Services purchased by You. Your sole and exclusive remedy in the event Tenable breaches this warranty shall be for Tenable to use commercially reasonable efforts to modify the Services to provide in all material respects the functionality described in Tenable's Documentation and, if Tenable is unable to restore such functionality within sixty (60) days, You shall be entitled to terminate the Agreement and receive a pro-rata refund of any prepaid subscription fees for Your use of the nonconforming Services for the terminated portion of the term. Tenable shall have no obligation with respect to a warranty claim unless You notify Tenable of such claim within thirty (30) days of the date the underlying condition first arose, and such notice must be sent in accordance with Section 22. The warranties set forth in this Section are made to You and for Your benefit only. All warranties shall only apply if the applicable Service has been utilized in accordance with this Agreement and the Documentation.

(b) EXCEPT AS EXPRESSLY STATED IN SECTION 11(a) AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENABLE DOES NOT MAKE ANY WARRANTY NOR GRANT ANY CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES, CONDITIONS OR TERMS ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE OR OTHERWISE, OTHER THAN THOSE WARRANTIES AND CONDITIONS WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND THAT ASSESSING NETWORK SECURITY IS A COMPLEX PROCEDURE, AND TENABLE DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF YOUR SECURITY FLAWS, AND YOU AGREE NOT TO RELY SOLELY ON SUCH SERVICES IN DEVELOPING YOUR SECURITY STRATEGY. TENABLE MAKES NO GUARANTEE THAT A SUCCESSFUL COMPLETION OF A TENABLE PCI SCAN WILL MAKE YOU COMPLIANT WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. YOU ACKNOWLEDGE THAT THE SERVICES MAY RESULT IN LOSS OF SERVICE OR OTHER IMPACT TO NETWORKS OR COMPUTERS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES RELATING TO SUCH LOSS OR IMPACT.

**12. Limitation of Liability.**

SUBJECT TO SECTION 13, IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (WHETHER FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) TENABLE'S LIABILITY IS LIMITED UP TO THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE FOR THE NONCONFORMING SERVICES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

**13. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE FOR ANY:

(A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES;  
OR

(B) LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY, PROPERTY DAMAGE, LOSS OR REVENUE, LOSS OF BUSINESS OR LOST SAVINGS (IN EACH CASE DIRECT OR INDIRECT)

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SERVICES, AND FOR ANY RELIANCE THEREON.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY:

- (I) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE;
- (II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (III) FOR ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

#### **14. Intellectual Property Infringement Indemnification.**

(a) Subject to Section 12, Tenable will defend and/or settle all third party claims, actions and lawsuits asserting that Your use of the Services in accordance with this Agreement infringes an intellectual property right in Ireland and/or the United States, provided that: (i) You shall provide Tenable with prompt written notice of any claim or lawsuit; (ii) Tenable shall have sole control of the defense and all negotiations for settlement or compromise thereof; (iii) You shall reasonably cooperate in the defense of such claim or lawsuit (at Tenable's cost); and (iv) Tenable shall only pay infringement claim defense costs, Tenable-negotiated settlement amounts, and/or damages finally awarded against You by a court of competent jurisdiction.

(b) If Your use of the Services is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Services substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Services; or (iii) terminate this Agreement, accept return of the Services and refund to You a pro rata amount of the Fees based on the time remaining in the term.

(c) Tenable has no liability with respect to intellectual property right infringement or misappropriation described in Section 14(a) arising out of: (i) modifications made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Services in combination with other services, software or equipment if such combination or other services, software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Services (or any portion thereof) made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

(d) This Section 14 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **19. Governing Law.**

This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland.

You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **20. Dispute Resolution.**

All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010.

Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

All provisions of the Agreement other than those explicitly changed by this Addendum shall remain in full force and effect.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See Section 3.1.7 in the Specifications

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
Stanley Sharrow  
(Name, Title)  
\_\_\_\_\_  
Territory Manager  
(Printed Name and Title)  
\_\_\_\_\_  
7021 Columbia Gateway Drive, Suite 500, Columbia, MD 21046  
(Address)  
\_\_\_\_\_  
412-527-2193  
(Phone Number) / (Fax Number)  
\_\_\_\_\_  
ssharrow@tenable.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

\_\_\_\_\_  
Tenable, Inc.  
(Company)  
see exceptions, will sign upon contract modifications.  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**EXCEPTIONS:**  
*Tenable takes exception to the following clauses that should be deleted in their entirety: 6 (Emergency Purchases), 11 (Liquidated Damages), 12 (Acceptance), 13 (Pricing), 20 (Time), 26 (Subsequent Forms), 28 (Warranty), 31 (Privacy, Security, and Confidentiality), 33 (Licensing), and 37 (Indemnification).*

*The terms of this solicitation shall be supplemental only. In the event of an inconsistency between the terms of this solicitation and Tenable's Master Software License and Services Agreement (available here: [http://static.tenable.com/prod\\_docs/Master\\_Software\\_License\\_and\\_Services\\_Agreement.pdf](http://static.tenable.com/prod_docs/Master_Software_License_and_Services_Agreement.pdf)), the terms of the Master Software License and Services Agreement shall control.*

# SecurityCenter Vulnerability Management

## Tenable Corporate Summary and Product Overview

December 2017

### **Confidential and Proprietary**

Please note, this offer, which incorporates Tenable's Subscription Agreement, including software usage terms and conditions, supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to Tenable's response to this proposal/tender. In the event a customer chooses to make an award based upon Tenable's response herein, only the terms of the Subscription Agreement, as negotiated by the Parties at the time of award, shall govern the license of software from Tenable to the customer. The terms contained in this RFP shall not apply to Tenable's offer, nor to any subsequent award or license. Copies of Tenable's software license agreements can be viewed at: [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html)

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## Executive Summary

Organizations have more security products than ever, yet the frequency and severity of cyberattacks keeps growing. Multiple security approaches solve specific challenges, but can lead to gaps in defensive coverage. These gaps expose organizations to data breaches and fail to detect hidden threats and vulnerabilities, while giving those inside the organization a false sense that they are fully protected.

**Tenable is the Cyber Exposure company.** Over 23,000 organizations of all sizes around the globe rely on Tenable to manage and measure their modern attack surface to accurately understand and reduce cyber risk. As the creator of Nessus, Tenable built its platform from the ground up to deeply understand assets, networks and vulnerabilities, extending this knowledge and expertise into Tenable.io to deliver the world's first platform to provide live visibility into any asset on any computing platform. Tenable customers include more than 50 percent of the Fortune 500, large government agencies and mid-sized organizations across the private and public sectors.

- **Live Discovery:** Dynamically discover every modern asset across any digital computing environment (even the ones you didn't know about). And as the elastic attack surface expands and contracts, you can keep pace with a live view of your assets.
- **Continuous Visibility:** Automatically assess where each asset is secure - or exposed - and to what extent it is exposed. Think of us as your "Google Maps" for live Cyber Exposure visibility.
- **Focus and Prioritize:** Add context to the asset's exposure to prioritize remediation, along with selecting the appropriate remediation technique based on business criticality and severity. For example:
  - The asset's business use and value.
  - The asset's connectivity - and who is authorized to access it.
  - Whether the vulnerability is currently being exploited by the bad guys.
- **Strategic Insight:** Translate raw security data into a common language for accurately representing and communicating cyber risk to the business - in business terms. Create a metrics-driven program where Cyber Exposure is quantified and measured alongside every other business exposure.

As the creator of Nessus, we've spent years deeply understanding assets, networks and vulnerabilities. We continually build this expertise and knowledge into our technology, so when we get smarter, you get smarter. Explore our products at <http://www.tenable.com/products>

## Our History



Tenable was founded in 2002 to help customers across the public and private sectors solve their most difficult security challenges. Today, thousands of organizations around the world rely on Tenable to defend against threats that are at the center of board-level and public policy discussions. The company has been named one of the 100 most promising tech companies in North America by Red Herring, Best Security Company by SC Magazine Europe, one of the fastest growing tech companies for the sixth year by the Deloitte Fast 500 program and one of The Baltimore Sun's and The Washington Post's Top Workplaces. Tenable has also been recognized for its

work with the U.S. Department of Defense through the GSN Homeland Security Award.

Tenable has business entities in the following 10 countries servicing customers throughout the world: Australia, Canada, France, Germany, Hong Kong, Japan, Netherlands, Singapore, United Kingdom and the United States. Tenable will continue to invest in international expansion with immediate plans to expand its

efforts into 10 more countries including: China, Mexico, Ireland, Sweden, United Arab Emirates and India. For more information, please visit [www.tenable.com](http://www.tenable.com).

## Tenable's Product Families

Tenable's product families detect assets, vulnerabilities, and threats in your infrastructure. <http://www.tenable.com/products>



**Tenable.io™** is the first Cyber Exposure platform to provide visibility into any asset on any computing platform. It enables security teams and executives to manage vulnerabilities and risks across the entire attack surface with confidence. Built on the leading Nessus technology from Tenable, Tenable.io delivers a modern approach that supports dynamic assets like cloud and containers.



The **SecurityCenter®** family manages and analyzes vulnerability data across the organization, prioritizes security risks and provides automated frameworks and compliance reporting. With continuous monitoring, security teams can measure and visualize the effectiveness of the security program using SecurityCenter's prebuilt, highly customizable dashboards and reports and the industry's only Assurance Report Cards®.



**Nessus®** is the world's most widely deployed vulnerability assessment scanner, chosen by more than 1.6 million users across the globe. Nessus quickly and accurately identifies vulnerabilities, configuration and compliance issues and malware in physical, virtual and cloud environments.

**Which Product is Right for Me?** Compare product features to make the best choice: <http://www.tenable.com/products/help-me-choose>

## Tenable Strengths/Differentiators

**Nessus Experience and Customer Base.** Since 1998, Nessus has been the de facto vulnerability management standard. Tenable also has the largest install base with more than one million users and more than 20,000 customers worldwide. Organizations trust Tenable for proven security innovation.

**Widest Coverage for Vulnerabilities, Compliance Regulations.** Tenable consistently delivers more plug-ins/CVE coverage, SCADA and coverage of Unix and Linux variations, and it ensures compliance with more regulations than any other vendor.

**Eliminate Blind Spots.** Passively monitor network traffic to take an inventory of all assets communicating, and identify activity associated with breaches.

**Correlation of Vulnerabilities to Exploits.** Tenable automatically shows exploitability information from more than five sources.

**Continuous Monitoring Across Environments.** Tenable monitors across the most environments, providing a unified view across virtualized systems, cloud environments, and mobile devices, including integration with Mobile Device Management (MDM) solutions.

**Dynamic Threat Intelligence.** Tenable incorporates multiple high-quality commercial sources of threat intelligence which continually assess threats across monitored environments,

**Policy-Based Assurance.** Gain a comprehensive view across hosts, users, and network traffic. Assurance Report Cards combine this in a customizable dashboard tailored to an organization's policy.

## Client References



Tenable has over 20,000 unique enterprise customers and over 1 million users around the world in all sectors, including finance, government, healthcare, higher education, retail and energy. Tenable is standardized across the US Department of Defense as the Assured Compliance Assessment Solution (ACAS) (<http://www.disa.mil/cybersecurity/network-defense/acas>); the federal government is Tenable's largest single customer, representing over \$20M in combined revenue.

In order to protect our client's confidentiality, as set forth in our non-disclosure agreement contracts, we are prohibited from disclosing client references in detail, some client case studies can be seen at the following link: <http://www.tenable.com/case-studies>

## Proposed Solution: SecurityCenter™

SecurityCenter® consolidates and evaluates vulnerability data across your organization, prioritizing security risks and providing a clear view of your security posture. With SecurityCenter's pre-built, highly customizable dashboards and reports, and the industry's only Assurance Report Cards® (ARCs), you can visualize, measure and analyze the effectiveness of your security program.



## SecurityCenter Product Features

### Advanced Analytics

Consolidate and analyze all vulnerability data gathered from multiple Nessus® scanners distributed across your enterprise. Use Assurance Report Cards (ARCs) to measure, analyze and visualize your security program and evaluate program effectiveness.

### Asset Grouping and Assessment

Dynamically group assets based on policies to obtain a near real-time view into overall risk when new vulnerabilities are discovered. Speed mitigation by identifying how many assets are affected by new vulnerabilities in minutes instead of days, and easily see remediation progress.

### Reporting and Dashboards

Leverage pre-built, highly customizable HTML5-based dashboards and reports. Quickly give CISOs, security managers, analysts and practitioners the visibility and context they need to take decisive action to reduce exposure and risk.

### Compliance

Use pre-defined checks against industry standards and regulatory mandates, such as CIS benchmarks, DISA STIG, FISMA, PCI DSS, HIPAA/HITECH, SCAP and more. Get the visibility and context you need to easily demonstrate adherence to multiple compliance initiatives.

### Alerts and Notifications

Utilize customizable alerts, notifications and actions to enable rapid response. Quickly alert administrators to high-priority security events, speed up incident response and vulnerability remediation, and reduce overall risk.

### Integrations

Utilize intelligent connectors to integrate with leading solutions in patch management, mobile device management, threat intelligence, cloud and more. Integrations leverage existing security investments to provide additional data and improve visibility, context and analysis.

## Implementation: Approach and Methodology

Tenable's primary business is vulnerability management software solutions. To the extent that Tenable offers hands-on software customization and other unique implementation services, our professional services team can be retained under a separate contract. These services are performed by a dedicated team of subject matter experts, and offered to further customer deployments of Tenable solutions. The purpose of this team is primarily to ensure customer success, and as such, its staff is limited to top talent available to Tenable in this functional area.

### Point of Contact: Customer Success Manager

Once a software purchase is made, you will be assigned a Customer Success Manager (CSM) within 48 hours after the Purchase Order is issued. The CSM will set up an introduction call with you to discuss your goals and assist with orientating you to the support portal and kicking off your implementation. What you can expect from your Tenable Customer Success Manager (CSM):

- Faster Time-to-Value Support
  - Initial contact from your CSM within two business days of your purchase
  - Communication between your CSM and your Tenable sales team and channel partners to ensure understanding of key information shared during the sales process
  - Active engagement to ensure a comprehensive understanding of your business and technology priorities
  - Assistance during the implementation process to ensure a smooth deployment is achieved
  - Facilitation of product training for your team
- Definition of a 12-month success plan for your team and your CSM Ongoing Support and Education
  - Regular communication of Tenable best practices, events and industry news
  - Early notification of upcoming releases, updates and integrations
  - Notification of new critical vulnerabilities and Tenable resolutions
  - Coordination of product roadmap discussions with the Tenable Product team
  - Facilitation of ongoing product enablement ensuring continuity in the event of team turnover
  - Escalation assistance with support requests
  - Quarterly reviews to ensure attainment of business and technology goals

The security of your IT infrastructure and your business is mission critical. You can rely on Tenable to go above and beyond to ensure you not only meet your return on investment goals, but also achieve your strategic security goals too. With Tenable you have a partner in the war against cyber-attacks, not just another vendor.

## QuickStart Services (up to 25,000 IPs or Assets)

Our QuickStart service speeds up your implementation to get you identifying vulnerabilities, actively managing risks and providing valuable insights quickly. This program helps you swiftly install and configure your Tenable solution according to best practices, so it runs efficiently, identifies vulnerabilities and continuously monitors network traffic in real-time to detect anomalous activity and enable you to find actionable context in your data. There's no need to wait to begin actively managing risks and improving your security posture, this program immediately ensures you have a stable foundation for achieving and even expanding upon your vulnerability management objectives. With this program, you can be up and running in approximately 4 business days.

## Customized Implementation Services (over 25,000 IPs or Assets)

With Tenable's professional services team, you can reduce your IT risk quickly and achieve rapid time to value. From advisory workshops and quick deployment options to periodic health checks and custom services, we enable you to realize the full potential of your investment. Our team goes beyond basic installation services to partner with you, ensuring your success before, during and after deployment. The timeline for this process varies based on customer needs, but typically we can get your program up and running within 4-6 weeks.

### Advisory Workshop

With an Advisory Workshop from Tenable Professional Services, count on our industry experts to help you set a course for success with your vulnerability management program. As a component of your information security strategy, your vulnerability management program must increase visibility and reduce risk, providing overall assurance that your security controls are effective. Through on-site interaction with your team, we'll identify your program goals and gain an understanding of your environment. From there, we'll call on our expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom-built for your organization. (~16 hours)

### Implementation/Configuration

Our implementation services follow the following methodology to ensure that security objectives align with the capabilities and configuration of Tenable's products. (~40 hours) The steps that we follow through this process include the following:

#### Planning & Design:

- Outline VM Objectives and Goals
  - Goals
  - Challenges
  - Security frameworks
  - Compliance requirements
- Outline VM Operational model to include things like:
  - Scan frequency
  - Scan zones
  - Scan profiles
  - Reporting requirements
- Create Design/Architecture of the solution

#### Development of implementation plan:

- Sample configuration capabilities include activities like the following:
- Create, initiate, validate and review scan results from standard scan policies, such as:
  - Discovery scan (non-credentialed)

- Microsoft and/or Linux Unix Credentialed Security Checks scan
  - Audit or compliance scan selected from the CIS group of audit files
- Review scan results and create static and dynamic asset lists
- Create queries and understand how to fully use query capabilities in creation of dashboards or reports
- Create dashboard views using dashboard templates or create a custom dashboard for which you create
- Create tables, components, pie charts, bar graphs and other tools to make the dashboard interface more useful for your stakeholders
- Create reports and layouts demonstrating the types of reports you can create based on queries, selected scan data or data from specific criteria
- Create customized reporting templates to show data in a way that is consumable by stakeholders
- Create alerts and demonstrate how to optimally use the various types of alert functions

Tenable's Professional Services (ProServ) team has a repeatable methodology for successfully deploying Tenable solutions to large scale enterprises. This methodology includes understanding and aligning to the customer's broader security and vulnerability management objectives; defining a roadmap for deploying the customer's solution; architecting a solution to meet broader objectives; support during the rollout of the solution; and integration support for tying Tenable solutions into other systems within the overall security platform.

## Product Customization

With Tenable Custom Integration Services, we can help you connect your existing systems to our solutions, ensuring your vulnerability assessment data is dispersed and correlated. This gives you a comprehensive view of your security posture and provides continuous visibility and critical context, enabling decisive action. We'll work with your team to understand your desired outcome and the integrations needed to get there. Leverage Custom Integration Services from Tenable to take your security practice to the next level.

## Ongoing Support

Technical support is available at no fee to our subscription customers as needed on a 24x7x365 basis email, phone, and chat. Helpdesk inquiries are for general technical support in assistance with problem determination, isolation, verification, and resolution.

- **Telephone Support:** available by dialing (855) 267- 7044 (Toll free within US) or 443-545-2104.
- **Chat Support:** available by clicking on the Live Chat Support button on the Customer Support Portal located at: <https://support.tenable.com>. Portal may require email registration and authorization prior to gaining access. Portal also includes 24x7 access to Tenable's Support Knowledge Base, web ticket submittal, and support ticket history.
- **Email Support:** available by emailing [support@tenable.com](mailto:support@tenable.com) or by submitting web ticket through the Customer Support Portal.

## Product Training

Tenable's strategy around product training is to develop and deliver on-demand web-based training. Tenable provides an update to the training with every major release of the software. Leveraging Tenable's OnDemand product training (offered for free) will provide sufficient product knowledge, Tenable also offers virtual and customized onsite training at additional cost. These classes educate users on doing everything from installation and configuration to best practices in alerting and reporting. For full details of Tenable's customer education offerings, please see <http://www.tenable.com/education>.

## Distribution Model

Tenable does not sell direct, our distribution model is based on an indirect (2 tier) model, partnering with resellers.

Tenable has an extensive global network of certified resellers and distributors that combine local presence with deep cybersecurity experience to serve customers effectively.

At Tenable, we're committed to collaborating with leading security technology resellers and distributors worldwide. The Tenable Assure Partner Program rewards the investment our resellers make in expertise and customers, while helping our partners build a predictable annuity stream of renewals. Together, we are committed to protecting organizations of all sizes with industry-leading solutions designed to understand and reduce their cyber risk. Tenable's list of authorized partners can be found here:

<http://www.tenable.com/partners/find-a-reseller>

## Appendix

### Tenable Master Services License Agreement (MSLA)

### QuickStart Guide for SecurityCenter CV

### Technical Support Plans

### Hardware and Software Requirements

***These can be viewed online at: <https://docs.tenable.com/generalrequirements/Content/SecurityCenter.htm>***

## MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This is a legal agreement (“Agreement”) between Tenable (as defined below), and you, the party licensing Software and/or receiving services (“You”). This Agreement covers Your permitted use of the Software, as well as other matters. **BY CLICKING BELOW YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM.** The Software may be provided to You by Tenable or Tenable’s designated vendor (the “Vendor”).

### 1. Definitions.

(a) “Host” means any scanned device that can have a unique tag pushed to it (via a registry entry, text file, etc.), one that can have a unique identifier (CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, etc.) pulled from it, or is addressable via URI or URL (i.e., <http://www.tenable.com>).

(b) “Plug-In” means any individual program or script used to analyze for and/or identify specific security vulnerabilities.

(c) If You are licensing SecurityCenter, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities and intrusion detection events up to the number of Hosts for which the Licensed Product is licensed.

(2) “Licensed Product” means SecurityCenter 4.x or higher.

(3) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(4) For the avoidance of doubt, the Licensed Product may be used by You to distribute Plug-Ins (as defined below) only to Tenable Nessus 5.x or higher or Tenable Nessus Network Monitor scanner exclusively controlled by the instance of SecurityCenter licensed hereunder.

(d) If You are licensing the Log Correlation Engine, the following terms apply:

(1) “Purpose” means to receive and assess information technology logs and security events.

(2) “Licensed Product” means Log Correlation Engine 4.x or higher.

(3) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(4) If You license the Licensed Product as a part of SecurityCenter Continuous View (i.e., not

as a standalone product listed as a separate line-item on an invoice): (i) You may only use the Licensed Product with SecurityCenter; and (ii) Your right to use the Licensed Product will terminate automatically upon termination of the SecurityCenter license.

(5) You may only use any high availability version of the Licensed Product on a temporary basis in the event of a failover. Any other use of the high availability version of the Licensed Product is not permitted under this Agreement.

(e) If You are licensing the Nessus Network Monitor, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities.

(2) “Licensed Product” means Nessus Network Monitor 5.x or higher and any Plug-In owned by Tenable and received or downloaded directly from Tenable.

(3) Subject to Section 8, You may install the Licensed Product only on the number of computers for which you have paid the applicable License Fee.

(4) If You license the Licensed Product as part of SecurityCenter Continuous View (i.e., not as a standalone product listed as a separate line-item on an invoice): (i) You may install up to 512 copies of the Licensed Product; (ii) You may only use the Licensed Product with SecurityCenter; and (iii) Your right to use the Licensed Product will terminate automatically upon termination of the SecurityCenter license.

(f) If You are licensing Nessus, the following terms apply:

(1) “Purpose” means to seek and assess information technology vulnerabilities and misconfigurations.

(2) “Licensed Product” means Nessus 5.x or higher and any Plug-In owned by Tenable and received or downloaded directly from Tenable.

(3) You may install up to 512 copies of the Licensed Product, provided that: (i) You may only use the Licensed Product through the interface

provided by SecurityCenter 4.x or higher; and (ii) You may only use the Licensed Product with Plug-Ins provided by Tenable. For the avoidance of doubt, this Agreement does not cover the license of standalone Nessus subscriptions or Tenable.io subscriptions, which are governed by the terms of a separate agreement.

(4) Depending on Your purchase, Your license may also include a license to use Nessus agents. Nessus agents are available only on a subscription basis.

(5) The Support Services will include an appropriate subscription to provide additional Plug-Ins to You on a regular basis.

(6) Your license to use the Licensed Product will automatically terminate upon the termination of Your license to use SecurityCenter for any reason.

(g) If You are licensing Industrial Security, the following terms apply:

(1) “Purpose” means to seek and assess information technology and/or operational technology vulnerabilities up to the number of Assets for which the Licensed Product is licensed.

(2) “Licensed Product” means Industrial Security 1.x or higher.

(3) “Asset” means any of Your systems that can be uniquely identified (including, but not limited to, a server with an IP address, CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, an Asset record imported from a CMDB, a Web Application URL).

(4) Subject to Section 8, You may install the Licensed Product on only one (1) production computer or machine.

(5) For the avoidance of doubt, the Licensed Product may be used by You to distribute Plug-Ins only to Tenable Nessus (including Nessus Scanners and Nessus Agents) or Tenable Nessus Network Monitor exclusively controlled by the instance of Industrial Security licensed hereunder.

(h) If You are licensing the 3D Tool, the following terms apply:

(1) “Purpose” means to visualize information technology vulnerabilities and intrusion detection events.

(2) “Licensed Product” means 3D Tool 2.x or higher.

(3) You may install the Licensed Product on only one (1) production computer or machine.

(4) Your license to use the Licensed Product will automatically terminate upon the termination of Your license to use SecurityCenter for any reason.

(i) “Professional Services Specifications” means the document produced with Your quote detailing the professional services to be provided.

(j) “Services” means Professional Services and Support Services.

(k) “Tenable” means,

(i) **Tenable, Inc.**, a Delaware corporation having offices at 7021 Columbia Gateway Drive, Suite 500, Columbia, MD 21046, if You (a) are a commercial entity or individual primarily located in the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable, Inc., or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable, Inc.;

(ii) **Tenable Public Sector LLC**, if You (a) are an agency or instrumentality of the United States Government, (b) are an applicable Federal Systems Integrators (“FSI”), (c) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Public Sector LLC, or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Public Sector LLC; or

(iii) **Tenable Network Security Ireland Limited**, a limited company organized under the laws of Ireland, if You (a) are an entity or individual primarily located outside the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Network Security Ireland Limited, or (c) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Network Security Ireland Limited.

(l) “Affiliate” means any entity that controls, is controlled by, or is under common control with a party. In this context, “control” shall mean (1) ownership by one entity, directly or indirectly, of greater than fifty percent (50%) of the voting equity of another entity or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise.

## 2. Grant of Software License.

(a) Subject to the terms and conditions of this Agreement and upon Your payment of the applicable license fee (the "License Fee") and receipt of the appropriate acknowledgment from Tenable, Tenable grants to You and Your Affiliates for the License Term (as defined below) a non-exclusive, non-transferable license in object code form only to use the Software solely for Your internal operations and internal security Purpose. Your right to use the Software will start on the date on the invoice produced from an accepted purchase order (the "Order Date"), and is limited to the term stated on Tenable's invoice issued in response to an accepted purchase order (the "License Term"). Your right to install the Software is limited to use with the computers or machines for which the Software is registered for use. Any rights in Software not granted in this Agreement are expressly reserved by Tenable.

### (b) Definition of Software.

(1) The term "Software" means (1) each Licensed Product that You download from any Tenable website, or obtain via CD or any other method; (2) any individual program ("Agents and/or Clients") or script used to analyze for and/or identify specific security events or used to correlate events owned by Tenable; (3) the associated user manuals and user documentation made available at Tenable's Support Portal ("Documentation"), if any, as well as any patches, updates, improvements, additions, enhancements and other modifications or revised versions of the Licensed Product, and associated Plug-Ins and Agents and/or Clients that may be provided to You by Tenable from time to time; and (4) any command line interfaces, and/or any graphical user interfaces You obtain from Tenable;

(2) The Software may include code or other intellectual property provided to Tenable by third parties, including Plug-Ins that are not owned by Tenable, (collectively, "Third Party Components"). Any Third Party Component that is not marked as copyrighted by Tenable is subject to other license terms that are specified in the Documentation available on Tenable's website ([http://static.tenable.com/prod\\_docs/Tenable\\_License\\_Declarations.pdf](http://static.tenable.com/prod_docs/Tenable_License_Declarations.pdf) or a successor location). By using the Software, You hereby agree to be bound by such other license terms as specified in the Documentation.

(c) If You have licensed a lab license, You are entitled to use a separate installation for the Licensed Product, provided that usage of such Licensed

Product is strictly limited to a lab environment only. Such Licensed Products are not licensed for, and may not be used in a production environment, or in conjunction with products used in a production environment.

(d) If You are accessing any Licensed Product in an evaluation capacity: (i) You have no obligation to make payment for such Licensed Product for such evaluation usage; (ii) the License Term will expire at the end of the agreed-upon evaluation period, at which time You must either return or destroy the evaluated Licensed Product; and (iii) Tenable will provide support only as mutually agreed by the parties. This Section 2(d) will take precedence over any directly contradictory language in this Agreement as it relates to an evaluation of any Licensed Product.

(e) Tenable may collect scan data from You (including results, configurations, and gathered artifacts) for Tenable's reasonable business purposes, including product support, license validation and research and development. Tenable will not use such technical information in any form that personally identifies You.

### (f) Not For Resale License.

(1) If You are a partner to whom a "Not For Resale" or "NFR" license has been granted, Your license to the Licensed Product will commence as of the Effective Date and continue for a period of one year ("Initial Term"). After the Initial Term, Your NFR license shall automatically renew for consecutive one (1) year terms unless either party provides the other party with written notice of its non-renewal of the NFR license at least thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, Tenable may terminate Your NFR license for its convenience upon thirty (30) days' notice, or immediately should You breach any obligations under this Agreement.

(2) You shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone on behalf of Tenable, including without limitation, relating to Tenable products, software, or services. Except as specifically permitted in this Agreement, You shall not state or imply that any of Your products have been endorsed, reviewed, certified or otherwise approved by Tenable.

(3) You hereby represent and warrant to Tenable that: (i) You will not intentionally harm the reputation or goodwill of Tenable through any act or

omission, and (ii) You have used commercially reasonable efforts to ensure that any software, code, algorithm, API, etc., transferred to Tenable is free from any time bomb, virus, drop dead device, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Tenable.

(4) You shall, at Your sole cost and expense, defend (or at its option, settle) and indemnify Tenable and Tenable's subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against Tenable based upon a claim that use of Your software or Your product in accordance with this Agreement infringes such third party's patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action.

### **3. Professional Services.**

(a) Tenable may agree with you to provide certain services, such as start-up services, security consulting services and/or on-site or virtual training courses (collectively, the "Professional Services"). Professional Services Specifications will be provided with or referenced in a quote, or as scoped and defined in a separate Statement of Work signed by the parties. Except as otherwise agreed to by the parties in writing, all Professional Services Specifications or signed Statements of Work will be governed by this Agreement. In the event of inconsistency between this Agreement and a signed Statement of Work, the Statement of Work shall govern.

(b) Incidental to Professional Services, Tenable may provide slides, documents, examples, and other materials (the "Materials") for use in conjunction with the Software and Professional Services. Subject to payment in full for the applicable Services and Materials, Tenable grants You a non-exclusive, non-transferable right to use the Services and Materials for Your internal use and solely in conjunction with the Software.

(c) If You or Your designated attendees ("Attendees") do not attend a scheduled training session or cancel a Professional Services engagement without providing proper notice, Tenable shall have no obligation to perform the Professional Services or provide a refund. You must provide Tenable at least ten (10) business days' notice to reschedule. Tenable reserves the right to reject requests for rescheduling

submitted with less than ten (10) business days' notice. For training courses, you may substitute different individuals for scheduled Attendees provided Tenable is properly notified at least three (3) business days in advance. Tenable is not obligated to provide any services except as mutually agreed in a Professional Services Specifications or Statement of Work.

(d) For Professional Services occurring on Your site, Tenable agrees to comply with Your reasonable security procedures provided You inform Tenable of such procedures in advance.

(e) Some of the Professional Services may require You to provide to a Tenable employee access to key information and network resources in order to perform the required tasks and deliverables. You may also have to provide a key individual as a point of contact who shall have specialized knowledge about Your network. Additionally, You must meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, receipt of applicable software license keys, up-to-date web browser, operating system, etc.). In order to use the Software or receive Professional Services, You shall be required to meet or exceed the specifications found in the Tenable General Requirements document, available at [http://static.tenable.com/prod\\_docs/Tenable\\_General\\_Requirements.pdf](http://static.tenable.com/prod_docs/Tenable_General_Requirements.pdf) or a successor location. You are responsible for assessing the suitability of the Professional Services. Tenable will not provide any refund based on a failure to meet prerequisites. If technical issues arise during the Professional Services, Tenable will use commercially reasonable efforts to resolve such problems, but will have no liability based on Your failure to meet technical requirements.

(f) The Services will be deemed satisfactory and accepted by You unless within ten (10) calendar days after the Services have been performed, You give Tenable written notice of the respects in which the results do not conform to the applicable requirements. Upon confirmation by Tenable of inadequacy of the Services, Tenable's entire liability and Your exclusive remedy will be for Tenable to use its reasonable efforts to re-perform the Services within a reasonable period of time; provided that if Tenable is unable to re-perform the Services, Tenable may elect to refund all payments actually received by Tenable from You for the particular Services deemed unacceptable, in full satisfaction of Tenable's obligations.

(g) Professional Services must be scheduled within three (3) months of the Order Date, and completed within six (6) months of the Order Date. If you do not schedule Professional Services within this time frame, Tenable shall have no obligation to perform the Professional Services or provide a refund.

#### **4. Term.**

This Agreement commences on the date on which the parties execute this Agreement or You download, install or use the Software (whichever occurs first) (the “Effective Date”) and continues for the duration of the License Term unless it is terminated according to the terms of this Agreement. Your right to use the Licensed Product will terminate at the end of the applicable License Term or upon termination of this Agreement. So long as Tenable is offering licenses of the Licensed Product and this Agreement has not been terminated, You may renew the License Term according to Tenable’s then-current terms (available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location) and paying the applicable fee for a new License Term.

#### **5. Maintenance and Support.**

(a) Subscription Software. If you are licensing the Software on a subscription basis, Tenable will provide the Support Services at no additional charge beyond Your License Fee for the duration of the Term. If You license the Software on a subscription basis, the Maintenance Term (as defined below) will be coterminous with Your License Term.

(b) Perpetual Software. If You are licensing the Software on a perpetual basis, upon Your payment of the applicable annual support and maintenance fee (the “Support Fee”), starting on the Order Date, Tenable will supply You for the maintenance period described on the invoice issued to You (the “Maintenance Term”) with the Support Services described herein.

(c) Support Services. Support will be provided in accordance with Tenable’s then-current Support Documentation, available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location, and Tenable will make available to You on Tenable’s web site any bug fixes, updates or enhancements that Tenable makes generally available to licensees of the Software (collectively, the “Support Services”). While Tenable is offering Support Services for the Software, Tenable will continue to supply You with the Support Services for subsequent periods upon payment in

advance of the Support Fee for each such period. The Support Services shall include the provision to You of new minor (Example: 1.1.x to 1.2.x, etc.) and major version releases of the Software (Example: 1.x to 2.x, etc.).

(d) Renewal Fees. After the initial Maintenance Term, any renewal of annual Support Fees (for perpetual licenses) or License Fees (for subscription licenses) shall be at Tenable’s then-current pricing at time of renewal. If during the course of a perpetual license You terminate or fail to renew the Support Services, You may at any time during the term of this Agreement request that Tenable reinstate the Support Services provided that You pay a one-time reinstatement fee equal to the total fees You would have paid for the Support Services between the time You terminated or failed to renew such Support Services and the then-current date.

#### **6. Intellectual Property.**

This Agreement does not transfer to You any title to or any ownership right or interest in the Software. You acknowledge that Tenable owns and retains all right, title and interest in and to the Software, Services, and Materials. As between You and Tenable, all enhancements, modifications and derivative works that Tenable or any Tenable-authorized third party makes to the Software or accompanying Documentation, and all intellectual property rights therein, will be the property of Tenable. If You provide any comments, suggestions, questions, concerns, or other feedback regarding the Software, Services, and/or Material, all such intellectual property rights therein, will be the property of Tenable. Your rights with respect to the Software are limited to the right to use the Software pursuant to the terms and conditions in this Agreement.

#### **7. No Reverse Engineering, Other Restrictions.**

Except as expressly allowed herein; You may not directly or indirectly: (i) sell, lease, redistribute or transfer any of the Software on a stand-alone basis; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Software; (iii) reproduce, modify, translate or create derivative works of all or any part of the Software; (iv) rent, lease or loan the Software in any form to any third party or otherwise allow a third party to use the Software; (v) sublicense any of the rights granted to You in this Agreement; or (vi) remove, alter or obscure any proprietary notice, labels, or marks on

the Software. You are responsible for all use of the Software and for compliance with this Agreement; any breach by You or any user using the Software on Your behalf shall be deemed to have been made by You.

#### **8. Limited Right to Copy.**

You may make a reasonable number of copies of the Software, in whole or in part, only for backup or archival purposes or to replace a worn or defective original or copy. You may not operate in production a copy of the Software at the same time as the original or another copy. You may make a reasonable number of copies of the Documentation solely to support Your allowed use of the Software hereunder. You acknowledge that the Documentation is provided to You under copyright protection. You agree to maintain appropriate records of the location of the original Software and Documentation and any copy made by You.

#### **9. Managed Security Service Providers (“MSSPs”); Restrictions on Third Party Use and Access.**

(a) Managed Security Service Provider (“MSSP”). If You use the Software to scan third party networks as part of a service You deliver to Your customers (“MSSP Services”), the following additional terms apply: (i) You may only scan those networks for which You have received appropriate authorization from the owner of the network; (ii) You may only use SecurityCenter or SecurityCenter Continuous View (as well as any Software they exclusively control) to offer MSSP Services; (iii) You may service multiple customers on the same console provided that You create separate repositories for each customer; (iv) You are solely responsible for securing and segregating Your customer data; (v) You must provide Your own portal or delivery mechanism, and may not allow Your customers to access the SecurityCenter console; (vi) You must inform Tenable in advance regarding any Software that will be shipped, downloaded, or otherwise transferred to any country other than the United States or Your home country; (vii) You must further provide a monthly report showing the location of each installation of the Software; (viii) You must use a supported version of the Software; (ix) Tenable has no obligation to provide Support Services to Your customers; and (x) You agree that Tenable will have no liability to Your customers.

(b) You agree to use Your best efforts and to take all reasonable steps to ensure that no unauthorized parties have access to the Software and that no unauthorized copy, publication, disclosure or

distribution of the Software, in whole or in part, in any form is made by You or any third party. You agree to notify Tenable of any unauthorized access to, or use, copying, publication, disclosure or distribution of, the Software.

(c) Notwithstanding the foregoing, and subject to all other terms of this Agreement, You may permit a third party (a “Third Party”) to (a) use the Software to perform security services for Your business, or (b) administer the Software, each provided that: (i) any such Third Party use or administration is for Your sole benefit of and on Your behalf; (ii) You acknowledge that You shall be legally responsible for the Third Party’s use of the Software including without limitation any obligations arising from such use and any breach by the Third Party of the terms and conditions of this Agreement, including Section 10 (Confidentiality); (iii) the total number of copies of the Software licensed by You and used by either You and/or any Third Party does not at any given time exceed the number of licenses legally licensed. Upon sixty (60) days’ notice, Tenable shall have the right to withdraw its consent to the use of any Third Party in its reasonable discretion.

#### **10. Confidentiality.**

As used in this Agreement, “Confidential Information” means any and all information and material that: (i) is marked “Confidential,” “Restricted,” or “Confidential Information” or other similar marking; (ii) is known by You to be confidential or proprietary; or (iii) from all the relevant circumstances, should reasonably be assumed by You to be confidential or proprietary. Confidential Information includes the Software. Confidential Information does not include any information that You can prove: (a) was already known to You without restrictions at the time of its disclosure by Tenable; (b) after its disclosure by Tenable, is made known to You without restrictions by a third party having the right to do so; (c) is or becomes publicly known without violation of this Agreement; or (d) is independently developed by You without reference to the Confidential Information. Confidential Information will remain the property of Tenable, and You will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information. You may not copy any Confidential Information without Tenable’s prior written permission. You may not remove any copyright, trademark, proprietary rights or other notices included in or affixed to any Confidential Information. Other than

using the Software in accordance with the terms of this Agreement, You may not use the Confidential Information for Your or a third party's benefit, competitive development or any other purpose. You agree: (I) to hold the Confidential Information in strict confidence; (II) to limit disclosure of the Confidential Information to Your own employees or those of any Third Party, as specified in Section 7 (No Reverse Engineering; Other Restrictions) having a need to know the Confidential Information for the purposes of this Agreement; (III) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out Your obligations and exercise Your rights under this Agreement; (IV) to afford the Confidential Information at least the same level of protection against unauthorized disclosure or use as You normally use to protect Your own information of a similar character, but in no event less than reasonable care; and (V) to notify Tenable promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist Tenable in every reasonable way to stop or minimize such unauthorized use or disclosure. You agree that if a court of competent jurisdiction determines that You have breached, or attempted or threatened to breach, Your confidentiality obligations to Tenable or Tenable's proprietary rights, Tenable will suffer irreparable harm and that monetary damages will be inadequate to compensate Tenable for such breach. Accordingly, Tenable, in addition to and not in lieu of any other rights, remedies or damages available to it at law or in equity, shall be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations without requirement to post any bond.

#### **11. Warranty and Disclaimer.**

(a) Tenable warrants that, for a period of thirty (30) days from the Order Date of Software (the "Software Warranty Period"), the unmodified Software will, under normal use, substantially perform the functions described in its technical Documentation.

(b) ALL SERVICES, MATERIALS AND OTHER INFORMATION PROVIDED BY TENABLE IN CONNECTION WITH ANY SERVICES PERFORMED UNDER THIS AGREEMENT ARE FURNISHED ON AN "AS-IS" BASIS. THE FOREGOING EXPRESS WARRANTIES REPLACE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. TENABLE MAKES NO WARRANTY THAT ANY SOFTWARE WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER. THE WARRANTY MADE BY TENABLE MAY BE VOIDED BY YOUR ABUSE OR MISUSE.

#### **12. Exclusive Remedy.**

Tenable's sole obligation and liability, and Your sole and exclusive remedy under the warranties set forth in Section 11, shall be for Tenable to use commercially reasonable efforts to remedy the problem, or to replace the defective product, provided that Tenable is notified in writing of all warranty problems during the applicable Software Warranty Period.

#### **13. Limitation of Liability.**

IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS), TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE OR ITS RESELLER FOR THE SPECIFICALLY DEPLOYED LICENSED PRODUCT OR THE SPECIFIC SERVICES, FOR THE MOST RECENT LICENSE TERM, THAT GIVE RISE TO SUCH LIABILITY AND ARE THE SUBJECT OF THE CLAIM.

#### **14. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR

TENABLE'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON.

#### **15. Additional Provisions Regarding Liability.**

The limitations of liability set forth in Sections 13 and 14 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for gross negligence, intentional tortious or unlawful conduct or damages for strict liability that may not be limited by law.

#### **16. Intellectual Property Infringement Indemnification.**

(a) Tenable shall, at its sole cost and expense, defend (or at its option, settle) and indemnify You and Your subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against You based upon a claim that use of the Software in accordance with this Agreement infringes such third party's United States patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action, provided that You give Tenable (i) prompt notice of such action or claim; (ii) the right to control and direct the investigation, defense, and/or settlement of such action or claim; and (iii) reasonable cooperation.

(b) If Your use of the Software is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Software substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Software; or (iii) terminate this Agreement, accept return of the Software and provide a pro rata refund to You. The pro rata refund will be calculated as follows: (1) for subscriptions, Tenable will provide a refund of any prepaid License Fees for the unused remainder of the

license term; and (2) for perpetual licenses, Tenable will refund the License Fee for the Software less allowance for amortization over a thirty-six (36) month period, straight-line method as well as a pro rata refund of any prepaid Support Fee.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 16(a) arising out of: (i) modifications of the Software made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Software in combination with other software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Software made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

(d) This Section 16 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **17. Indemnification.**

(a) Each of the parties acknowledges and agrees that by entering into and performing its obligations under this Agreement, Tenable will not assume and should not be exposed to the business and operational risks associated with Your business. You acknowledge that Your use of the Software is only a portion of Your overall security solution and that Tenable is not responsible for Your overall security solution. The parties acknowledge that the use of Software designed for vulnerability scanning may affect network operation during such scanning. Tenable shall not be liable to You for any impairment of the operation of any network arising from Your use of Software during such scanning. As between You and Tenable, You are (and Tenable is not) responsible for the success or failure of such security solution.

(b) You agree that You will, at Your expense, indemnify, defend and hold Tenable harmless in all claims and actions that seek compensation of any damages that arise out of or relate to (i) Your security solutions, (ii) Your use of the Software, or (iii) a breach of Your obligations under Section 9(a) or 20. You also agree to pay all settlements, costs, damages, legal fees and expenses finally awarded in all such claims and actions.

#### **18. Verification.**

For the term of this Agreement and one (1) year thereafter, You agree that Tenable or its

designee shall have the right, at its own expense and under reasonable conditions of time and place, to audit and copy all records of Your use of the Software. Tenable or its designee may also require You to complete accurately a self-audit questionnaire in a form provided by Tenable. If an audit reveals unlicensed use of the Software, a breach of this Agreement or underpayment of any Fees by You or Your employees or agents, You must, in addition to such other rights and remedies as may be available to Tenable as the result of such breach, promptly order and pay for sufficient licenses (at Tenable's then-current price for such licenses) to permit all usage disclosed and pay the full cost of such audit and copying. Tenable will use information obtained from such audit only to verify and enforce Your compliance with the terms of this Agreement, to comply with any governmental reporting requirements and for such other purposes as required by law.

#### **19. Your Payment Obligations.**

You agree to pay any and all amounts due or incurred by You, including any License Fee or Support Fee or any other applicable charge, as are specified in an invoice provided by Tenable or its Vendor in consideration for Your license of the Software (the "Fees"). You further agree to pay any and all amounts due or incurred for any Professional Services as set forth in an applicable Statement of Work or detailed on a quote. Payment for Software is due (a) within thirty (30) days of the Order Date, (b) in accordance with Your payment terms with an applicable Vendor, if any, or (c) in such other period of time as agreed to in writing by the parties. Unless otherwise agreed to in writing or as detailed in a signed Statement of Work, payment for Professional Services is due within thirty (30) days from the Order Date. You agree to pay directly or reimburse Tenable and Vendor for any taxes (including, sales or excise taxes, value added taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, arising out of this Agreement, imposed on the Software or the use thereof, or Tenable's or Vendor's performance under this Agreement. You agree to pay Tenable's and Vendor's invoices without deducting any present or future taxes, withholdings or other charges except those deductions You are legally required to make. If You are legally required to make any deductions, You agree to pay Tenable such amounts as are necessary to make the net amounts remaining after such deductions equal to the stated amount due under this Agreement. The payments or reimbursements will be in such amounts as are sufficient to relieve Tenable from owing any further taxes, either directly

or on the basis of the payments made under this Agreement. Notwithstanding the foregoing, Tenable will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. You agree to pay any interest and penalties imposed by any taxing authorities to the extent such interest and penalties are applicable to taxes not paid at Your request or as a result of reliance by Tenable on Your representations. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, You will obtain such certificate or document. You agree to pay for actual travel and living expenses for Professional Services where Tenable is conducting on-site work. Payment for travel and living expenses is due thirty (30) days from the date You receive a proper invoice. You agree to promptly pay or reimburse Tenable or its Vendor, as applicable, for all costs and expenses, including all reasonable attorneys' fees, related to any breach of Your obligations under this Agreement.

#### **20. Legal Compliance; Restricted Rights.**

The Software is provided solely for lawful purposes and use. You are solely responsible for, and agree to perform Your obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity and those identifying and requiring permits, licenses, approvals, and other consents) ("Laws"). If a charge is made that You are not complying with any such Laws, You will promptly notify Tenable of such charges in writing. Without limiting the foregoing, You agree to act as the exporter of record and comply with all U.S. export Laws (including the International Traffic in Arms Regulation ("ITAR"), 22 CFR 120-130, and the Export Administration Regulation ("EAR"), 15 CFR Parts 730 *et seq.*) and applicable export Laws of Your locality (if You are not in the United States), to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of Law or without first obtaining all required authorizations or licenses. You will, at Your sole cost and expense, obtain and maintain in effect all permits, licenses, approvals and other consents related to Your obligations under this Agreement. You agree, at Your expense, to comply with all foreign exchange and other Laws applicable to You. The Software (1) was developed solely at private expense, (2) contains "restricted computer

software” submitted with restricted rights in accordance with FAR 52.227-19 Commercial Computer Software–Restricted Rights (June 1987) sections (a) through (d) and its successors, and (3) in all respects is proprietary data belonging to Tenable, its affiliates or their licensors or suppliers. For Department of Defense units, the Software is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. The parties further agree to comply with sanctions administered by the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) and shall not engage in prohibited trade to persons or entities on the Specially Designated Nationals (“SDN”) list.

## **21. Termination.**

This Agreement and Your license to use the Software shall terminate (a) on thirty (30) days’ notice and opportunity to cure if Tenable materially breaches any of its obligations under this Agreement, or (b) automatically if You fail to comply with any term or condition of this Agreement, provided that such termination will not extinguish any future payment obligations to which You may have agreed. Immediately after termination of this Agreement, You shall return to Tenable the Software, together with all copies, modifications and merged portions of the Software in any form, and shall certify to Tenable in writing that through Your best efforts and to the best of Your knowledge all such materials have been returned to Tenable and removed from host computers on which Software resided. The removal and deletion provisions of this Section 21 do not apply to copies of the Software that are made pursuant to Your reasonable back-up and archival policies (under which back-up tapes that will be overwritten in due course may contain copies of the Software), provided that (i) such copies are only retained by You in the course of Your back-up procedures, (ii) such copies will be deleted within a reasonable period of time in the normal course of overwriting under the back-up process, and (iii) such copies never be used to exceed the license restrictions under this Agreement. Any Statement of Work or Professional Services obligation shall terminate (x) at either party’s convenience upon thirty (30) days’ notice to the other party, or (y) if, after thirty (30) days’ notice and opportunity to cure, a party has failed to cure a material breach of a Statement of Work or Professional Services Specifications. Upon such termination for Tenable’s breach or by Tenable for convenience, You will only pay Tenable all fees

earned up until the point of termination as well as all reimbursable expenses.

## **22. Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Maryland, USA, without regard to choice-of-law rules or principles. No aspect or provision of the Uniform Computer Information Transactions Act, as implemented under Maryland law, shall apply to this Agreement. You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **23. Dispute Resolution.**

You and Tenable submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Agreement.

## **24. Notices.**

Any notices or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier, to the address specified herein or such other address as a party may specify in writing. Tenable may also provide notices to You via an email address You have provided to Tenable. All notices to Tenable shall be sent to the attention of the Legal Department (unless otherwise specified by Tenable).

## **25. Non-Solicitation.**

For a period of one (1) year after completion of Professional Services, You will not, either directly or indirectly, employ or solicit for employment any person employed by Tenable or any of its affiliates then or at any time within the preceding twelve (12) months with whom You have worked in the course of Professional Services performed for You under this Agreement. For the avoidance of doubt, this restriction shall not prevent You from hiring based on a response to Your advertising in good faith to the general public a position or vacancy to which an employee or worker of Tenable responds, provided

that no such advertisement shall be intended to specifically target Tenable personnel.

## **26. Assignment.**

You may not assign or otherwise transfer this Agreement without Tenable's prior written consent which will not be unreasonably withheld.

## **27. General.**

This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. No purchase order shall supersede, modify, or supplement this Agreement. Any amendment to the terms of this Agreement must be in writing and signed by the parties. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. Unless Tenable agrees otherwise, You agree that Tenable may use Your name and/or logo in a customer list. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery date shall be extended to the extent of any delay resulting from any force majeure event. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including Sections 3 through 4 and 11 through 23 and Section 25. "Including" and its derivatives (such as

"include" and "includes") mean including without limitation; this term is as defined, whether or not capitalized in this Agreement.

## **28. Language.**

The language of this Agreement is English and all notices given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The parties have expressly agreed that all invoices and related documents be drafted in English.

## **29. Third Parties.**

This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any Law to enforce any term of this Agreement.

## **30. Government Entities.**

(a) If You are prohibited by law, regulation, or relevant attorney general opinion from (collectively, "Restrictions"), the following sections shall be modified to the extent necessary to allow You to comply with such Restrictions:

(b) Section 10 (Confidentiality) may be amended to comply with any public records statute with which You are bound to comply.

(c) Section 17 (Indemnification), subpart (b) may be deleted in its entirety.

(d) Section 22 (Governing Law) may be modified to remove reference to a specific jurisdiction's laws, but the parties' agreement to reject from application the Uniform Computer Information Transactions Act, and the U.N. Convention on Contracts for the International Sale of Goods, shall remain.

(e) Section 23 (Dispute Resolution) may be modified to remove (i) reference to venue in a specific jurisdiction, and/or (ii) the waiver of a jury trial.

**ADDENDUM A  
TENABLE NETWORK SECURITY IRELAND LIMITED**

If Your Agreement is with Tenable Network Security Ireland Limited, the following terms are provided in lieu of and replace their corresponding sections in the main body of the Agreement.

**13. Limitation of Liability.**

SUBJECT TO SECTIONS 14 AND 15, IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION AND ANY OTHER CONTRACT OR TORT CLAIMS), TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) A SUM EQUAL TO THE FEES YOU PAID TO TENABLE OR ITS RESELLER FOR THE SPECIFICALLY DEPLOYED LICENSED PRODUCT OR THE SPECIFIC SERVICES, FOR THE MOST RECENT LICENSE TERM, THAT GIVE RISE TO SUCH LIABILITY AND ARE THE SUBJECT OF THE CLAIM.

**14. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE, TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY:

(a) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR

(b) LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS (IN EACH CASE WHETHER DIRECT OR INDIRECT),

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR TENABLE'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SOFTWARE, AND FOR ANY RELIANCE THEREON.

**15. Additional Provisions Regarding Liability.**

The limitations of liability set forth in Sections 13 and 14 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law and specifically will not limit any liability for (i) death or personal injury caused by Tenable's negligence or (ii) fraud or fraudulent misrepresentation.

**16. Intellectual Property Infringement Indemnification.**

(a) Subject to Section 14, Tenable will defend and/or settle all third party claims, actions and lawsuits asserting that Your operation of the Software infringes an intellectual property right in Ireland and/or the United States, provided that: (i) You shall provide Tenable with prompt written notice of any claim or lawsuit; (ii) Tenable shall have sole control of the defense and all negotiations for settlement or compromise thereof; (iii) You shall reasonably cooperate in the defense of such claim or lawsuit (at Tenable's cost); and (iv) Tenable shall only pay infringement claim defense costs, Tenable-negotiated settlement amounts, and/or damages finally awarded against You by a court of competent jurisdiction.

(b) If Your use of the Software is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Software substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Software; or (iii) terminate this Agreement, accept return of the Software and provide a pro rata refund to You. The pro rata refund will be calculated as follows: (1) for subscriptions, Tenable will provide a refund of any prepaid License Fees for the unused remainder of the license term; and (2) for perpetual licenses, Tenable will refund the License Fee for the Software less allowance for amortization over a thirty-six (36) month period, straight-line method as well as a pro rata refund of any prepaid Support Fee.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 16(a) arising out of: (i) modifications of the Software made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Software in combination with other software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Software made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

This Section 16 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

## **22. Governing Law.**

This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland.

You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## **23. Dispute Resolution.**

All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010.

Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

All provisions of the Agreement other than those explicitly changed by this Addendum shall remain in full force and effect.



# Tenable SecurityCenter

## QuickStart Service Specification

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## 1. QuickStart Service Overview

The Tenable QuickStart Services provide Tenable customers a fast path to full operational capability of Tenable SecurityCenter. The service allows your organization to realize several key benefits of SecurityCenter in a short period of time. The QuickStart Services has three outcomes:

1. **Install and configure SecurityCenter.** SecurityCenter and Nessus will be installed and configured based on requirements captured during the solution design.
2. **Implement best practices.** Experienced Tenable engineers will implement and orient you to Tenable's best practices for enterprise deployment.
3. **Validate operational capabilities.** SecurityCenter will be tested end to end for scanning and other operational capabilities.

Tenable provides this predefined service for the installation and configuration of one (1) SecurityCenter, up to four (4) Nessus scanners and up to ten (10) Nessus Agents, if applicable.

Preparing for QuickStart Engagement. In order to receive the Services, Customer must ensure that, before Tenable begins work:

1. Customer systems meet or exceed the specifications found in the Tenable General Requirements document, available at [http://static.tenable.com/prod\\_docs/Tenable\\_General\\_Requirements.pdf](http://static.tenable.com/prod_docs/Tenable_General_Requirements.pdf) or a successor location.
2. All necessary hardware and appliances are mounted and in place.
3. Tenable appropriate product licenses and activation keys/codes are obtained.
4. All required network communication paths are verified. Many Customers find that firewall policy exceptions are required for remote scanners.
5. If the Tenable hardware appliance is being implemented, i.e., TNS100 or TNS200, the Operating System is pre-configured and installed at the factory.

## 2. Tasks

### 2.1. Vulnerability Management Configuration

The Tenable Certified Engineer will produce up to three (3) standard Scanning Policies as follows:

1. Delivery Scan (Non-Credentialed)
2. Microsoft and/or Linux Unix Credentialed Security Checks Scan
3. An audit/compliance scan selected from the CIS Best Practices Tenable Portal

The Tenable Certified Engineer will produce up to four (4) of each of the following:

1. Static and Dynamic Asset Lists
2. Queries and Alerts
3. Reports and Layouts
4. Dashboard Views

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## 2.2. SecurityCenter and Nessus Installation

The Tenable Certified Engineer will install and configure SecurityCenter utilizing one (1) of the four (4) basic configurations available for implementation.

The Tenable Certified Engineer will install and configure Nessus as part of the QuickStart Services, utilizing any of the aforementioned SecurityCenter options, if Nessus is to be included on the SecurityCenter console (optional) product. Up to four (4) Nessus scanners can be installed for the QuickStart Services.

The Tenable Certified Engineer will validate connectivity, affirm the software is functioning and licenses are properly installed, download the latest plug-ins, and start the next phase of the QuickStart Services.

## 2.3. Scan Policies and Asset Creation

The initial SecurityCenter installation requires an organization member to create a repository or many repositories for inclusion of all or separated scan data. During the solution design phase, Customer and the Tenable Certified Engineer can better ascertain the many best practices procedures of creating the data repository.

The Tenable Certified Engineer will show Customer how to create a scan policy. During this process the creation of a Discovery scan (non-credentialed) will be reviewed and, with change management and/or proper permissions in place, this scan may be launched against a test or staged environment.

The second type of scan the Tenable Certified Engineer will create and demonstrate is the credentialed scan. This could be comprised of a Microsoft device environment, Linux/Unix environment, or a combination of both. The credentialed environment requires an administrative password or equivalent for the Microsoft devices. The Unix and/or Linux devices require root access or proper privilege elevation via su, sudo, or password phrase.

The Tenable Certified Engineer will create the audit or compliance scan and show Customer how to configure it for the appropriate scanning environment. Customer may select a few audit policies from the Tenable Customer Portal. A credit card, social security number, driver's license, or virus audit scan can be used for the conclusion of the Scan Policies creation task.

Once the Solution has been reviewed, the asset creation operation can be configured to validate the scanning mechanism, adherence to scanning policies, as well as showing the differences and uses between static and dynamic asset lists.

## 2.4. Queries and Alerts

Customer and the Tenable Certified Engineer will create three (3) queries and show the various types of queries based on best practices to optimally utilize the SecurityCenter tool set.

Customer and the Tenable Certified Engineer will create two (2) alerts and show the various types of alert functions based on best practices to optimally utilize the SecurityCenter tool set.

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## 2.5. Custom Report Layouts

Customer and the Tenable Certified Engineer will create two (2) reports and show the various types of reports that can be based on queries, selected scan data, or selected data criteria to produce the necessary report.

The use of reporting templates and the process of customizing the template(s) will be demonstrated, to reflect the Customer data view for the various groups or individuals that need their critical reported information.

## 2.6. Custom Dashboard Components

Customer and the Tenable Certified Engineer will create four (4) dashboard components based on Vulnerabilities, Assets, Trends, and Remediation.

The use of tabs, components, pie charts, bar graphs, and other tools will be shown to maximize the dashboard interface to the Customer user community.

## 2.7. Recommendations and Knowledge Transfer

The Tenable Certified Engineer will provide Customer with recommendations on how to capitalize on SecurityCenter 4 capabilities and features for a more proactive and pragmatic approach to Vulnerability Management and Risk remediation procedures. This will address End of Life (EOL) Systems, MS Bulletin scanning, Valid Virus Scanning Data, 3<sup>rd</sup> Party Application information, et al. The Tenable Certified Engineer will provide knowledge transfer of findings and results for each task.

# 3. Session Delivery

The QuickStart service is delivered in the following manner.

### Kickoff Meeting

- Meet and interview key stakeholders
- Discuss outcomes of QuickStart service
- Introduce Deployment Worksheet
- Initiate architecture discussion – Customer infrastructure & Tenable product placement

### Session One: Scan Policies

- Review completed Deployment Worksheet
- Review policies, network diagrams, change control processes
- Identify locations for SecurityCenter Appliance
- Setup and Configure Nessus Scanners
- Setup and Configure Scan Zones
- Configure Agents (if applicable)
- Create Scan Policies
- Create initial scans
- Launch initial scans

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## Session Two: Audit Files and Querying

- Create and Review Assets
- Create Queries
- Download Audit Files
- Configure and explain Audit Scans

## Session Three: Reporting

- Review scan Results
- Create Static and Dynamic Asset Lists
- Create Queries and Alerts
- Create custom report layouts
- Design custom dashboard components
- Review reports

## Session Four:

- Discuss Assurance Report Cards
- Create Assurance Report Cards
- Establish Alerts and Ticketing
- Review Operational Procedures for SecurityCenter

## 4. Deliverables

A deliverable with the following components will be completed as part of the engagement:

- High-level network architecture with Tenable products highlighted
- High-level Vulnerability Assessment operational plan
- Configuration document summarizing the configuration of Customer's installation

## 5. Out-of-Scope Items

The inclusion of Tenable's Log Correlation Engine (LCE) product is "not in scope" of this engagement.

## 6. Schedule

This engagement includes four (4) working sessions that will run up to 4 hours to be performed over a remote Webex with the Customer. Proposed start date of engagement is to be agreed upon by Customer and Tenable. Customer must provide Tenable at least 10 business days' notice to reschedule a session. Tenable reserves the right to reject requests for rescheduling submitted with less than 10 business days' notice. If Customer's attendees do not attend a scheduled session, Tenable may, at its sole discretion, deem such Services forfeit, in which case Tenable shall have no obligation to perform or provide a refund for such forfeit Services.

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## About Tenable Network Security

Tenable Network Security transforms security technology for the business needs of tomorrow through comprehensive solutions that provide continuous visibility and critical context, enabling decisive actions to protect your organization. Tenable eliminates blind spots, prioritizes threats, and reduces exposure and loss. With more than one million users and more than 20,000 enterprise customers worldwide, organizations trust Tenable for proven security innovation. Tenable's customers range from Fortune Global 500 companies, to the U.S. Department of Defense, to mid-sized and small businesses in all sectors, including finance, government, healthcare, higher education, retail, and energy. Transform security with Tenable, the creators of Nessus and leaders in continuous monitoring, by visiting [tenable.com](https://tenable.com).

# Tenable Technical Support Plans

In order to receive technical assistance, a support plan is required for all Tenable software deployments. Customers that have licensed the software through subscriptions, or perpetual customers that have an active maintenance contract, will receive the applicable technical support services described below during the term of their respective agreements.

	Nessus Pro	Standard	Premium	Premium for Federal
Support Hours	24x7x365	24x7x365	24x7x365	24x7x365
Response Time Objective	24 hr	P1-Critical: < 2 hr P2-High: < 4 hr P3-Normal: < 12 hr P4-Low: < 24 hr	P1-Critical: < 1 hr P2-High: < 2 hr P3-Normal: < 12 hr P4-Low: < 24 hr	P1-Critical: < 1 hr P2-High: < 2 hr P3-Normal: < 12 hr P4-Low: < 24 hr
Email Support	Yes	Yes	Yes	Yes
Portal Support	Yes	Yes	Yes	Yes
Chat Support	Yes	Yes	Yes	Yes
Phone Support	-	Yes	Yes	Yes
US Based Crit-Sit Support	-	-	-	Yes
Technical Support Account Manager	-	-	Yes	Yes
Quarterly Reporting Review	-	-	Yes	Yes
Quarterly System Tune-Up	-	-	Yes	Yes
Monthly Case Review	-	-	Yes	Yes
Upgrade Planning	-	-	Yes	Yes
Automatic Issue Escalation	-	-	Yes	Yes

The Standard Support plan is included with the subscription or purchase of Nessus Manager, Nessus Cloud, SecurityCenter and SecurityCenter Continuous View. Both the Standard Support plan and the Nessus Pro Support plan may be upgraded to the Premium Support plan for an additional fee. US Federal Agencies, or any business, requiring 24x7x365 US based support for Critical issues may upgrade to the Premium for Federal Support plan.

## Definitions

EOL	End of Life. When a version of the software is EOL, it will no longer download any updates and Tenable will no longer provide patches. Support is not available for software that has reached End of Life. A version of the software will be EOL no sooner than two (2) years after the first generally available (GA) release in that major version family. For example, if the first version of SecurityCenter 6.x was released January 1, 2015, then all versions of SecurityCenter 6.x will be EOL no sooner than January 1, 2017.
EOS	End of Sale. When a version of the software is EOS, the software is generally retired and it is expected that a customer will start using a newer version. EOS software may continue to download content updates and security patches, but no new features will be added. Critical defects for EOS software will be addressed at Tenable's discretion. A version of software will be EOS no sooner than eighteen (18) months after the first generally available (GA) release in that major version family. For example, if the first version of SecurityCenter 6.x was released January 1, 2015, then all versions of SecurityCenter 6.x will be EOL no sooner than July 1, 2016.
Error(s)	A failure of the software to conform to the Tenable published documentation and specifications governing said software at the time the order was sent to Tenable; where such failure impacts operational performance, functional performance or ability to license.
Fixes	Correction of Error(s) in order for the software to continue performing functionally in the manner for which it was licensed and any and all improvements that related to performance but do not provide new features or functionality for the software. Fixes will be incorporated into new versions of the software. Tenable does not commit to backport Fixes to current versions of the software.
GA	Generally Available. A version of the software is GA when Tenable customers can generally download it or license it.
Response Time	Amount of time between the initial reporting of an issue, and the first response by a technical support engineer.

## Issue Severity

Response time is prioritized based on the issue severity. Critical and High severity issues must be opened via Phone or Chat in order for Response Time Objectives to apply.

Critical	An Error has caused a catastrophic failure of the software that has rendered the entire system unusable.
High	An Error that substantially degrades the performance of the software or materially restricts the use of the software.
Normal	An Error in the form of a bug or administrative issue is preventing a non-critical software function from working.
Low	An Error that causes superficial impact on the use of the software. Also, questions related to use and features of the software.

## Standard Support Plan Features

### Email Support

All named contacts with a valid support contract may open a support case by sending an email to [support@tenable.com](mailto:support@tenable.com). All cases opened via email will receive a case priority of "Normal".

### Support Portal

All named contacts with a valid support contract may open a support case by logging into the Tenable support portal. The support portal contains the Knowledge Base, documentation, and license information as well as the list of available phone numbers (for customers with phone support) and a button to initiate a live chat session. The primary support contact may also add/remove support contacts using the portal.

### Chat Support

Chat support is available to customers with Standard or Premium Support plans 24 hours a day, 365 days a year. The chat feature is available once a named contact has logged into the support portal.

## Phone Support

Phone support is available to named support contacts with Standard or Premium Support plans 24 hours a day, 365 days a year. Phone numbers are listed in the support portal.

## Support Contacts

Support contacts must be reasonably proficient in the use of information technology, the software they have purchased from Tenable, and familiar with the customer resources that are monitored by means of the software. Support contacts must speak English and conduct support requests in English. Support contacts must provide information reasonably requested by Tenable for the purpose of reproducing any Error or otherwise resolving a support request.

## Premium Support Plan Features:

### Direct Access to a Technical Support Account Manager (TSAM)

The TSAM is a senior member of the Tenable Technical Support staff and is highly trained in Tenable products. Customers may designate up to 5 contacts who will have direct access to the TSAM, bypassing Level 1 support team. Access to the TSAM is available 9am - 5pm Monday through Friday Eastern US time, excluding Tenable holidays. Regular support channels are always available outside of the TSAMs business hours. Regular support channels are also available to other members of the customer's organization should more than 5 support contacts be required.

### Quarterly Reporting Review

Once per quarter, the TSAM will perform a comprehensive review of existing reports to ensure that these still align with the customer's vulnerability management strategy.

### Quarterly System Tune Up

On a quarterly basis the TSAM will perform a complete review of a customer's deployment, interactively going through the customer's deployment via a remote session to ensure that it is both functioning correctly and in alignment with the customer's business needs. If the customer's goals or needs have changed, reasonable efforts will be made to adjust the customer's deployment. If large scale changes are required, the TSAM will provide a comprehensive plan to optimize success.

## Monthly Case Review and Analysis

At the beginning of each month, the customer will receive a summary report of the prior month's cases. The report will facilitate a dialogue on product issues, Tenable support performance, training opportunities for customers, and other topics related to a more efficient handling of future issues.

## Upgrade Planning and Assistance

While most upgrades can be performed without any assistance from Tenable Technical Support, the TSAM should be engaged prior to any upgrades. The TSAM will review the customer's upgrade plan to ensure the process happens smoothly with minimal or no disruption in service. Upon request, and with sufficient notice, the TSAM can be available to work through the upgrade process with the customer interactively (via remote support session).

## Automatic Issue Escalation

If at any time a customer is unsatisfied with the support Tenable is providing, the customer may request to speak with a manager as a means of escalation. Premium Support customers receive the added benefit of automatic case escalation to ensure the Tenable management team has the appropriate level of visibility into customer impacting issues. Case escalation will occur according to the schedule below. Days are counted from the time in which a case is opened.

<b>Notification To</b>	<b>Critical</b>	<b>High</b>
Support Manager	At case creation	Next Business Day
Director of Support	1 Business Day	3 Business Days
VP Customer Advocacy	2 Business Days	5 Business Days

# Premium Technical Support for Federal Agencies with Support for Critical Issues

The Premium Technical Support for Federal Agencies plan is designed for US Federal Agencies that require support from a location within the United States, and by US Citizens. The Federal Support plan shares all the features of the Premium Support Plan with one exception: a US Citizen, located within the US will respond to all Critical severity issues even when the issues is raised outside of US based support hours.

## US Based Support for Critical Issues 24x7x365

Normal support hours for the US based support team are 7am - 8pm, Monday through Friday, Eastern time. All cases opened during these hours will be addressed by a US Citizen operating from inside the USA.

Support for Critical severity issues (System Down) outside of normal US support hours is available for customers enrolled in this program.

The Critical severity issue must be reported by calling the support line at which time an US based support agent will be paged and the call will be returned to start the troubleshooting process.

# Tenable.io Executive Summary

## Cardinal Health

1/12/2015

Submitted By:

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### **Confidential and Proprietary**

Please note, this offer, which incorporates Tenable's Subscription Agreement, including software usage terms and conditions, supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to Tenable's response to this proposal/tender. In the event a customer chooses to make an award based upon Tenable's response herein, only the terms of the Subscription Agreement, as negotiated by the Parties at the time of award, shall govern the license of software from Tenable to the customer. The terms contained in this RFP shall not apply to Tenable's offer, nor to any subsequent award or license. Copies of Tenable's software license agreements can be viewed at: [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html)

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## Introduction

Tenable Network Security, Inc. would like to thank you for the opportunity to present our latest vulnerability management solution, Tenable.io, for consideration.



Tenable is uniquely suited to meet and exceed your Vulnerability Management needs. Protect your environment with the first vulnerability management platform for today's modern assets – cloud, containers, web apps and more. Unify IT and OT security for complete visibility.

## Firm Profile

Organizations have more security products than ever, yet the frequency and severity of cyberattacks keeps growing. Multiple security approaches solve specific challenges, but can lead to gaps in defensive coverage. These gaps expose organizations to data breaches and fail to detect hidden threats and vulnerabilities, while giving those inside the organization a false sense that they are fully protected.

**Tenable is the Cyber Exposure company.** Over 23,000 organizations of all sizes around the globe rely on Tenable to manage and measure their modern attack surface to accurately understand and reduce cyber risk. As the creator of Nessus, Tenable built its platform from the ground up to deeply understand assets, networks and vulnerabilities, extending this knowledge and expertise into Tenable.io to deliver the world's first platform to provide live visibility into any asset on any computing platform. Tenable customers include more than 50 percent of the Fortune 500, large government agencies and mid-sized organizations across the private and public sectors.

- **Live Discovery:** Dynamically discover every modern asset across any digital computing environment (even the ones you didn't know about). And as the elastic attack surface expands and contracts, you can keep pace with a live view of your assets.
- **Continuous Visibility:** Automatically assess where each asset is secure - or exposed - and to what extent it is exposed. Think of us as your "Google Maps" for live Cyber Exposure visibility.
- **Focus and Prioritize:** Add context to the asset's exposure to prioritize remediation, along with selecting the appropriate remediation technique based on business criticality and severity. For example:
  - The asset's business use and value.
  - The asset's connectivity - and who is authorized to access it.
  - Whether the vulnerability is currently being exploited by the bad guys.
- **Strategic Insight:** Translate raw security data into a common language for accurately representing and communicating cyber risk to the business - in business terms. Create a metrics-driven program where Cyber Exposure is quantified and measured alongside every other business exposure.

As the creator of Nessus, we've spent years deeply understanding assets, networks and vulnerabilities. We continually build this expertise and knowledge into our technology, so when we get smarter, you get smarter. Explore our products at <http://www.tenable.com/products>

## Our History



Tenable Network Security® was founded in 2002 to help customers across the public and private sectors solve their most difficult security challenges. Today, thousands of organizations around the world rely on Tenable to defend against threats that are at the center of board-level and public policy discussions. The company has been named one of the 100 most promising tech companies in North America by Red Herring, Best Security Company by SC Magazine Europe, one of the fastest growing tech companies for the sixth year by the Deloitte Fast 500 program and one of The Baltimore Sun's and

The Washington Post's Top Workplaces. Tenable has also been recognized for its work with the U.S. Department of Defense through the GSN Homeland Security Award.

Tenable recently won Frost & Sullivan's 2017 Visionary Innovation Leadership Award, leading cybersecurity company is recognized for its continuous monitoring technology that addresses the full spectrum of modern computing assets. Frost & Sullivan annually recognizes security vendors that are industry leaders in their ability to scout and detect unmet customer needs and proactively address them with disruptive solutions. Tenable™ is challenging the world's IT leaders to change the way they think about cyber posture through a combination of the company's continuous monitoring technology, steady market growth and channel expansion and recently launched cloud-based vulnerability management platform, Tenable.io. <https://www.ceasiamag.com/2017/06/tenable-wins-visionary-innovation-leadership-award/>

Tenable has business entities in the following 10 countries servicing customers throughout the world: Australia, Canada, France, Germany, Hong Kong, Japan, Netherlands, Singapore, United Kingdom and the United States. Tenable will continue to invest in international expansion with immediate plans to expand its efforts into 10 more countries including: China, Mexico, Ireland, Sweden, United Arab Emirates and India. For more information, please visit [www.tenable.com](http://www.tenable.com).

## Our Customers



Tenable has over 20,000 unique enterprise customers and over 1 million users around the world in all sectors, including finance, government, healthcare, higher education, retail and energy. Tenable is standardized across the US Department of Defense as the Assured Compliance Assessment Solution (ACAS); the federal government is Tenable's largest single customer, representing over \$20M in combined revenue.

In order to protect our client's confidentiality, as set forth in our non-disclosure agreement contracts, we are prohibited from disclosing client references in detail, some client case studies can be seen at the following link: <http://www.tenable.com/case-studies>

## Tenable family of products - SCCV and Nessus

Tenable transforms security technology for the business needs of tomorrow through comprehensive solutions that provide continuous visibility and critical context, enabling decisive actions to protect your organization. Tenable eliminates blind spots, prioritizes threats and reduces exposure and loss. Our family of products

includes SecurityCenter Continuous View®, which provides the most comprehensive and integrated view of network health, Nessus® scanners, the global standard in detecting and assessing network data, and now Tenable.io®, our cloud-based vulnerability scanning solution. Tenable's products define the market, and support a breadth of technologies that scale to meet future demand.

SecurityCenter Continuous View is the next generation in vulnerability management. Using Nessus and SecurityCenter as foundations, SecurityCenter CV persistently monitors all networks and IT assets. Passive network listening and device log event analysis capabilities provide a real-time, holistic view of all network activity and device events so you can find exploits and fix vulnerabilities faster. With the power of active and passive scanning, log correlation, plus advanced reporting and analytics, SecurityCenter CV offers a continuous network monitoring platform that lets businesses track, measure and visualize their security posture no matter how large or complex the enterprise. The latest version of SecurityCenter CV combines log correlation and packet inspection with threat and vulnerability data to help our customers find and close security gaps, while delivering empirical proof that the overall security program is working as designed.

Bring clarity to your security posture with **Tenable.io**. Built on the leading Nessus technology from Tenable, Tenable.io delivers visibility and insight through an open and elastic platform that addresses the challenges of today's environments. Tenable.io provides maximum coverage for your evolving assets, supporting cloud, containers and web applications as easily as traditional assets. Its streamlined and intuitive user experience, including pre-built templates and a consistent user interface, delivers value quickly and helps your team achieve more. Focus on the right action every time with the information and context you need to secure your elastic attack surface.

## The Tenable.io Platform

You may know us as the creator of Nessus, the world's most widely deployed vulnerability scanner. We have built our deep knowledge and expertise in understanding assets, networks and vulnerabilities into Tenable.io, the first Cyber Exposure platform to provide live visibility into any asset on any computing platform.

Tenable.io™ is the first Cyber Exposure platform to provide visibility into any asset on any computing platform. It enables security teams and executives to manage vulnerabilities and risks across the entire attack surface with confidence. Built on the leading Nessus technology from Tenable, Tenable.io is the first cloud-based vulnerability management platform built for today's elastic IT assets, like cloud, containers and web applications.

Tenable.io delivers a fresh, asset-based approach that accurately tracks your resources, while accommodating dynamic assets like cloud and containers. To maximize visibility and insight, Tenable.io effectively prioritizes your vulnerabilities while seamlessly integrating into your environment.

Tenable.io offers modular applications that address specific security needs, including Tenable.io Vulnerability Management, Tenable.io Web Application Scanning and Tenable.io Container Security. Tenable.io applications can be licensed individually; there are no prerequisites or co-purchase requirements (*except for PCI ASV add-on module*)

# Applications

Vulnerability Management	Container Security	Web Application Scanning
Bring clarity to your security posture through a fresh, asset-based approach that provides maximum coverage of your evolving assets and vulnerabilities in ever-changing environments.	Provides comprehensive visibility into the security posture of container images as they are developed, enabling vulnerability assessment, malware detection, policy enforcement and remediation prior to container deployment.	Gain visibility into the security of web applications with safe vulnerability scanning, complete with high detection rates to ensure you understand the true risks in your web applications.

Tenable.io's streamlined and intuitive user experience, including pre-built templates and a consistent user interface, delivers value quickly and helps your team achieve more. Focus on the right action every time with the information and context you need to secure your elastic attack surface.

## Key Capabilities of the Tenable.io Platform

**360° Visibility Eliminates Blind Spots:** Traditional scanning tools have not kept up with new assets like cloud, mobile and virtual workloads in dynamic IT environments. These assets come and go from the environment at any time, creating persistent blind spots for organizations conducting only traditional periodic scans.

Tenable.io delivers the most comprehensive visibility into traditional and dynamic assets such as cloud, mobile, and containers (both during the build process and in production), as well as web applications. It does this through the Nessus Sensors, which include active and agent scanning, as well as passive traffic listening – all provided at no extra cost. Based on our popular Nessus technology, Tenable.io delivers the broadest coverage of assets and vulnerabilities. Agent-based scanning and passive traffic listening enable you to tackle troublesome assets such as transient or remote devices and sensitive hosts such as medical or industrial control devices, eliminating common blind spots. This combination delivers maximum coverage and provides continuous visibility into your assets and vulnerabilities – so you can take better informed action to protect what matters most.

**Asset Tracking Delivers Reliable Insight:** Tenable.io tracks assets and their vulnerabilities with unsurpassed accuracy, giving security teams the highest fidelity view of their environment. Using an advanced asset identification algorithm, the product pinpoints the true identity of each resource in your environment – even dynamic assets like laptops, virtual machines, and cloud instances. This algorithm uses an extensive set of attributes (such as Tenable ID, NetBIOS name, MAC address, and many others) to accurately track changes to assets, regardless of how they roam or how long they last.

Tenable.io provides the asset and vulnerability insight you need to reliably manage your modern environment. Unlike solutions that fail to fully account for transient assets, it helps you accurately measure and manage vulnerabilities across your organization. At last, your data reflects the reality of your environment and collaboration between Security and IT Operations becomes dramatically easier.

**Streamlined User Experience Improves Productivity:** Security teams need to be effective with limited time and resources. Most are overwhelmed and looking for intuitive, easy-to-use solutions that deliver clear and complete recommendations.

With a modern, intuitive user interface and guided in-application messaging, Tenable.io leads you through common tasks such as running an assessment, with just a few mouse clicks. For time-constrained security professionals, pre-defined templates and configuration audit checks that follow best practices frameworks such as CIS and DISA STIG help you protect your organization with a fraction of the effort otherwise needed.

Frequent updates from the Tenable research team ensure the latest vulnerability checks and configuration benchmarks are immediately available.

As a SaaS solution, Tenable.io also reduces overhead while providing on-demand scalability. It deploys in minutes and is automatically updated by Tenable, eliminating the maintenance burden on your team and letting you focus on security, not technology.

**Simplified Integrations Maximize Value:** An effective vulnerability management program cannot be an island. It needs to be connected with other data and people in the organization, especially those who need to take action on the vulnerability data. But without the proper tools, establishing these connections can be challenging. That's why Tenable.io includes pre-built integrations with complementary systems like ticketing/workflow, password vault, patch management and Mobile Device Management (MDM) solutions. Leverage these integrations to quickly and easily streamline your vulnerability practice with credentials management, enhance your remediation process with rich vulnerability data, improve asset and vulnerability insight, and much more.

Tenable.io also offers a well-documented API and easy to use software development kit (SDK) to enable automated communication between systems. The Tenable.io API enables you to easily build the connections needed to support both data import and export, ensuring your security program can leverage the full value of Tenable.io vulnerability data.

## Tenable.io Vulnerability Management (module)

Tenable.io Vulnerability Management provides actionable insight into your security risks and where to focus with the first vulnerability management solution built for today's dynamic assets.

The IT landscape is changing. Vulnerability management needs to change too. Organizations are embracing virtual and cloud assets. Mobile devices come and go from networks. Traditional periodic scanning is no longer enough to provide necessary visibility and insight.

Tenable.io Vulnerability Management provides the most accurate information about all your assets and vulnerabilities in ever-changing environments. Its streamlined interface, intuitive guidance, and seamless integration help security teams maximize efficiency. When visibility and insight matter most, Tenable.io helps you truly understand your cyber exposure.



Key features include:

- **Comprehensive Assessment:** Includes Nessus sensors for active and agent scanning, as well as passive traffic listening, to maximize coverage and reduce vulnerability blind spots
- **Dynamic Asset Tracking:** Track assets and their vulnerabilities with unsurpassed accuracy - even highly dynamic IT assets like mobile devices, virtual machines, and cloud instances.
- **Passive Monitoring:** Continuously monitor network traffic to detect short-lived assets and hard-to-scan devices, such as sensitive medical devices or IoT special purpose systems.
- **Automated Cloud Visibility:** Achieve continuous visibility of public cloud environments via automated asset discovery in AWS and others.
- **Streamlined User Experience:** Makes common tasks such as running an assessment easier than ever with a modern, intuitive user interface and guided in-application messaging.

- *Simplified Integrations:* Automates the sharing of Tenable.io capabilities and vulnerability data with pre-built integrations or via the open API and SDK.

Tenable.io Vulnerability Management is licensed by annual subscription and priced by asset, rather than by IP address. This enables customers to embrace new technologies like cloud without fear of double-counting. Tenable.io VM supports unlimited discovery scans using both active and passive sensors. Customers can use these scans to comprehensively inventory all of their assets and determine the appropriate license size.

When Tenable.io Vulnerability Management first discovers an asset, it gathers multiple identification attributes, which may include a BIOS UUID, the system's MAC Address, NetBIOS name, FQDN, and/or other attributes that can be used to reliably identify an asset. Additionally, authenticated scanning and Nessus agents assign a Tenable UUID to the device. When Tenable.io Vulnerability Management subsequently scans an asset, it compares it to previously discovered assets. If the newly discovered asset does not match a previously discovered asset, the asset is added to the Tenable.io Vulnerability Management asset inventory.

## Tenable.io Vulnerability Management PCI ASV Solution Capabilities

Tenable is qualified as an Approved Scanning Vendor (ASV) to validate external vulnerability scans of internet facing environments (used to store, process, or transmit cardholder data) of merchants and service providers.

Tenable.io VM includes a PCI ASV license for a single, unique PCI asset. Some organizations have taken great pains to limit the assets in scope for PCI, often by outsourcing payment processing functions. Because these customers are arguably "not in the PCI business", Tenable has simplified their purchasing and licensing. A customer can change their asset every 90 days. For customers having more than a single, unique PCI asset, the Tenable.io PCI ASV solution is licensed as an add-on to Tenable.io Vulnerability Management subscriptions.

New or improved capabilities to our PCI ASV module include:

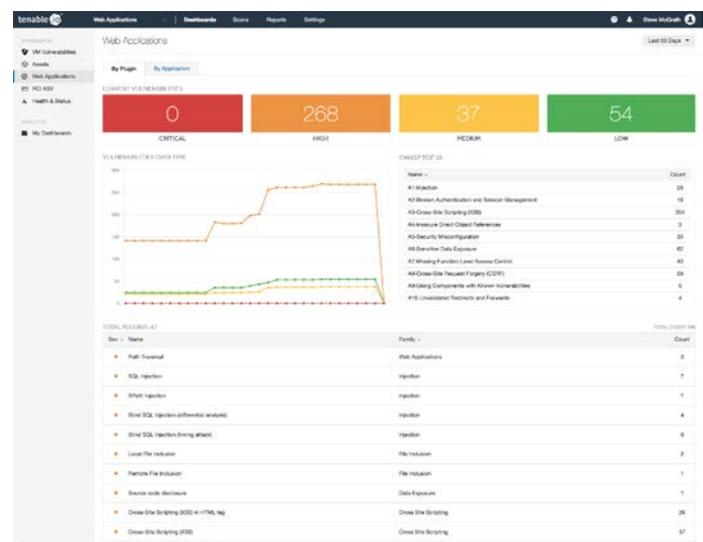
- A single UI for users to scan/manage/submit/complete the ASV attestation process.
- Ability for more than one person to file disputes and submit for ASV certification.
- Ability to apply the same disputes/exceptions to multiple IPs. (Ability to create disputes based on plugins instead of by asset)
- Ability to mark an IP as out-of-scope
- Ability to annotate compensating controls
- **Customers can submit an unlimited number of quarterly attestations.**

## Tenable.io Web Application Scanning (module)

Tenable.io Web Application Scanning delivers safe and automated vulnerability scanning that covers your entire online portfolio. Through comprehensive and accurate web application scanning as part of a complete vulnerability management solution, you can see and manage your security exposure across all types of assets and fully protect your organization.

Key features include:

- *Enterprise Vulnerability:* Understand the sitemap and layout of your web applications so you can see and assess your web applications globally.



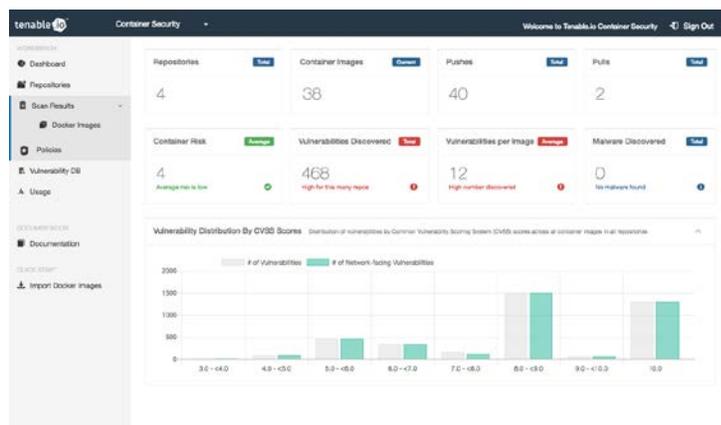
- **Scan Safely:** Define parts of critical web applications that are safe to scan, and define other parts that should never be scanned, in order to prevent performance latency and disruptions.
- **Automate Scans:** Enable highly automated, no-touch scans for continuous protection. Easily define the frequency and timing parameters for automatic testing.
- **Protect Dynamic Apps:** The product offers safe external scanning that ensures production web applications, even those built using HTML5 and AJAX frameworks, are not disrupted or delayed. When issues are identified, security teams can view an intuitive dashboard that presents the information needed to assess and manage vulnerabilities.
- **Unified View:** Eliminate gaps and inconsistencies that come with managing multiple, siloed solutions. See and manage the results in one place to get a continuously updated view of all assets and vulnerabilities to fully protect your organization.

Tenable.io Web Application Scanning’s accurate vulnerability coverage minimizes false positives and negatives, ensuring security teams understand the true security risks in their web applications.

## Tenable.io Container Security (module)

Tenable.io Container Security seamlessly and securely enables DevOps processes by providing visibility into the security of container images – including vulnerabilities, malware and policy violations – through integration with the build process

DevOps teams are turning to Docker to quickly build and release new services and applications. Containers, however, present significant security challenges and risks. The shortlived nature of containers, lack of IP addressability and credentialed scans, and inability to remediate vulnerabilities mean securing containers requires a different approach.



Based on FlawCheck technology, Tenable.io Container Security stores container images and scans them as they are built. It provides vulnerability and malware detection, along with continuous monitoring of container images. By integrating with the continuous integration and continuous deployment (CI/CD) systems that build container images, Tenable.io Container Security ensures every container reaching production is secure and compliant with enterprise policy.

Key features:

- **DevOps Integration:** “Shift left” with security in the software development lifecycle. Perform rapid vulnerability and malware detection testing within the DevOps toolchain. Out of the box integrations with common CI/CD build systems and container image registries.
- **In-Depth Visibility:** Know what is inside a container before deployment. Produce a detailed bill of materials covering all layers and components. Provide “at-a-glance” visibility into both container image inventory and security.
- **Automated Inspection:** Rapid and easy assessment of container images by layer. Purpose-built malware detection engine to ensure images are malware-free. Unique layer hierarchy intelligence to understand when vulnerabilities are mitigated in higher layers.
- **Continuous Assessment:** Protect containers from newly identified threats via monitoring of a wide range of external vulnerability databases. Container images are automatically re-tested as new vulnerabilities are identified to rapidly respond to emerging risks.

- *Policy Assurance:* Ensure containers in production are compliant with policy. Notify developers immediately with specific remediation advice when container images exceed organization risk thresholds. Works in concert with other Tenable solutions to provide runtime detection and hardening of vulnerable container hosts.
- *Runtime Vulnerability Detection:* Works in concert with other Tenable solutions to provide runtime detection and hardening of vulnerable container hosts.

As the only container security offering integrated into a vulnerability management platform, Tenable.io™ Container Security continuously monitors container images for vulnerabilities, malware and enterprise policy compliance. By bringing security into the container build process up front, organizations can gain visibility into the hidden security risks present in containers and remediate them before they reach production, without slowing innovation cycles.

## Elastic Asset Licensing Model

With Tenable.io, you benefit from the industry's only elastic licensing approach based on assets instead of IP addresses. This makes it easier to custom fit a vulnerability management solution to your unique environment. Regardless of your mix of assets or how you capture vulnerability data, our elastic asset licensing model enables you to accurately identify, track and license the assets in your environment – without double counting. This eliminates the challenges of licensing mobile devices, public cloud instances, and short-lived virtual machines and containers.

An asset is an entity that can be analyzed. Examples include desktops, laptops, servers, storage devices, network devices, phones, tablets, VMs, hypervisors and containers. Assets are different than IPs, which are typically a property of an asset, and many assets have multiple IPs assigned (such as DHCP devices, systems with both wired and wireless interfaces, etc.).

This means often times asset counts are likely to be lower than IP counts. Frequently, assets have multiple network interface cards, enabling them to be accessed by multiple networks. As examples, a web server may have simultaneously been on a production network and an administrative network, or a laptop will often have both a wired and wireless network interface. Additionally, laptops often get new IPs as they move from one location to another. If they are scanned with one IP and then another, they will be counted twice.

Other vulnerability management solutions today follow rigid IP-based licensing, and for most organizations this results in increased cost as IP counts can be challenging to gather accurately. Tenable.io follows a flexible and customer-friendly elastic asset licensing model, enabling you to monitor and adjust license consumption and then true-up when necessary. And we don't lock you out. Tenable.io automatically reclaims licenses from assets not scanned for 90 days - without deleting the data.

With Tenable.io elastic asset licensing, you get access to the industry's most innovative vulnerability management capabilities, data sensors, and API/SDK, enabling optimal use of rich vulnerability data to cost-effectively secure your environment.

## How are Tenable.io applications priced and licensed?

Both Tenable.io Vulnerability Management and Web Application Scanning are licensed by annual subscription and priced by asset quantity.

Tenable.io Container Security is priced by total storage volume of unique container image layers assessed by the product, and Tenable.io Web Application Scanning is priced by total number of fully qualified domain names (FQDN) assessed by the product.

## The Tenable Difference

What makes Tenable and our products unique? We would like to think it's our corporate vision to "empower all organizations to understand and reduce their cyber security risk". Or perhaps it's our commitment to our work, our customers, our colleagues and our communities, feeling that the work we do makes a difference in the world. However, at the end of the day, while we know our company's culture is awesome, our product features speak for themselves:

- **Customer-friendly, elastic asset licensing:** Tenable.io offers a first-to-market asset-based licensing model that consumes just a single license unit per asset, even if the asset has multiple IP addresses. The solution's elastic model also continues to permit scanning when license counts are temporarily exceeded and automatically recovers licenses for rarely scanned assets or one-time bursts.
- **Integrated container security:** As the only vulnerability management solution to offer integrated container security capabilities, Tenable.io brings security into the container build process up-front. This enables organizations to gain visibility into the hidden security risks present in containers and remediate them before they reach production, without slowing innovation cycles.
- **Integrated applications:** The Tenable.io platform includes multiple applications that solve clear security challenges, such as vulnerability management, web application scanning, and more to come. All modules are built on a common platform, use the same data sensors, API, and SDK, and are accessed through a single interface, making it easy to activate new applications and become immediately productive.
- **Most comprehensive and affordable scan options:** Tenable.io offers a mix of active scanners, agents and passive traffic listening sensors to help maximize scan coverage and reduce vulnerability blind spots. This mix of data sensors helps you include hard-to-scan assets in your vulnerability management program, such as transient devices analyzed by agents, and sensitive systems like medical devices and industrial control systems which can be monitored through passive traffic listening. All sensors are included with Tenable.io at no extra cost.
- **Accurate asset-based vulnerability tracking:** Tenable.io provides the ability to track assets and their vulnerabilities more accurately than any solution before. Assets can include user workstations and laptops, servers, networking infrastructure, virtual machines, and cloud instances. A more advanced asset identification algorithm that analyzes more attributes allows security teams to better track changes to assets, regardless of how they roam or how long they last.
- **Documented API and integrated SDK:** Easily automate the sharing of Tenable.io capabilities and vulnerability data or build on the Tenable.io platform, leveraging a fully documented API set and SDK. There is no extra cost to use these tools to maximize the value of your vulnerability data.
- **Pre-built integrations leveraging complementary solutions:** Tenable.io comes with pre-built integrations for popular patch management, credential management, mobile device management and other solutions that are complementary to vulnerability management, so you can quickly and easily enhance your vulnerability practice and secure your business.
- **SLA with uptime guarantee:** Tenable provides the VM industry's first uptime guarantee through a robust service level agreement (SLA) for Tenable.io. Service credits are offered if the SLA is not met, just like leading cloud vendors such as Amazon Web Services.
- **Fast and accurate scanning:** Tenable.io scanning is built on the leading Nessus technology from Tenable, which delivers fast and accurate scanning with the broadest asset and vulnerability coverage in the industry.

## Tenable.io Uptime Guarantee

The Tenable.io services strive to provide a 99.95% or better uptime, and have delivered 100% uptime on the majority of services. Tenable has published an SLA which describes our commitment to ensure the platform is available to all users and how we credit customers in the event of unplanned downtime.

"Up" status is determined simply by public availability tests hosted by a third party that regularly test the availability of all the services. The uptime for the services (both current and historical) is available at <http://uptime.tenable.com/> This link also provides also daily, monthly, quarterly and yearly uptime percentages.

Tenable.io makes extensive use the AWS platform and other leading technologies to ensure that our customers experience the best possible service and overall quality. Below is a partial list of the solutions deployed the benefits to customers:

- ElasticSearch Clusters - Elasticsearch clusters are highly available and can recover from the loss of master nodes, lb nodes and at least 1 data node, without impacting service availability.
- Elastic Block Stores - used to take daily snapshots and store eight (8) copies
- Kafka ecosystem - Kafka and Zookeeper both replicate data across the cluster to provide fault tolerance given catastrophic failure of any node.
- Postgres Instances - manage the back end microservice framework to keep 30 days of snapshots

## Implementation

Once a software purchase is made, you will be assigned a Customer Success Manager (CSM) within 48 hours after the Purchase Order is issued. The CSM will set up an introduction call with you to discuss your goals and assist with orientating you to the support portal and kicking off your implementation. What you can expect from your Tenable Customer Success Manager (CSM):

### ***Faster Time-to-Value Support***

- Initial contact from your CSM within two business days of your purchase
- Communication between your CSM and your Tenable sales team and channel partners to ensure understanding of key information shared during the sales process
- Active engagement to ensure a comprehensive understanding of your business and technology priorities
- Assistance during the implementation process to ensure a smooth deployment is achieved
- Facilitation of product training for your team

### ***Definition of a 12-month success plan for your team and your CSM Ongoing Support and Education***

- Regular communication of Tenable best practices, events and industry news
- Early notification of upcoming releases, updates and integrations
- Notification of new critical vulnerabilities and Tenable resolutions
- Coordination of product roadmap discussions with the Tenable Product team
- Facilitation of ongoing product enablement ensuring continuity in the event of team turnover
- Escalation assistance with support requests
- Quarterly reviews to ensure attainment of business and technology goals

The security of your IT infrastructure and your business is mission critical. You can rely on Tenable to go above and beyond to ensure you not only meet your return on investment goals, but also achieve your strategic security goals too. With Tenable you have a partner in the war against cyber-attacks, not just another vendor.

## **QuickStart Services (up to 25,000 Assets)**

Our QuickStart service speeds up your implementation to get you identifying vulnerabilities, actively managing risks and providing valuable insights quickly. This program helps you swiftly install and configure your Tenable solution according to best practices, so it runs efficiently, identifies vulnerabilities and continuously monitors network traffic in real-time to detect anomalous activity and enable you to find actionable context in your data. There's no need to wait to begin actively managing risks and improving your security posture, this program immediately ensures you have a stable foundation for achieving and even expanding upon your vulnerability management objectives. With this program, you can be up and running in approximately 4 business days.

## Customized Implementation Services (over 25,000 Assets)

With Tenable's professional services team, you can reduce your IT risk quickly and achieve rapid time to value. From advisory workshops and quick deployment options to periodic health checks and custom services, we enable you to realize the full potential of your investment. Our team goes beyond basic installation services to partner with you, ensuring your success before, during and after deployment. The timeline for this process varies based on customer needs, but typically we can get your program up and running within 4-6 weeks.

### Advisory Workshop

With an Advisory Workshop from Tenable Professional Services, count on our industry experts to help you set a course for success with your vulnerability management program. As a component of your information security strategy, your vulnerability management program must increase visibility and reduce risk, providing overall assurance that your security controls are effective. Through on-site interaction with your team, we'll identify your program goals and gain an understanding of your environment. From there, we'll call on our expertise and industry best practices to design a multi-phase roadmap that helps you achieve these goals, on your timeline, custom-built for your organization. (~16 hours)

### Implementation/Configuration

Our implementation services follow the following methodology to ensure that security objectives align with the capabilities and configuration of Tenable's products. (~40 hours) The steps that we follow through this process include the following:

#### Planning & Design:

- Outline VM Objectives and Goals
  - Goals
  - Challenges
  - Security frameworks
  - Compliance requirements
- Outline VM Operational model to include things like:
  - Scan frequency
  - Scan zones
  - Scan profiles
  - Reporting requirements
- Create Design/Architecture of the solution

#### Development of implementation plan:

- Sample configuration capabilities include activities like the following:
- Create, initiate, validate and review scan results from standard scan policies, such as:
  - Discovery scan (non-credentialed)
  - Microsoft and/or Linux Unix Credentialed Security Checks scan
  - Audit or compliance scan selected from the CIS group of audit files
- Review scan results and create static and dynamic asset lists
- Create queries and understand how to fully use query capabilities in creation of dashboards or reports
- Create dashboard views using dashboard templates or create a custom dashboard for which you create
- Create tables, components, pie charts, bar graphs and other tools to make the dashboard interface more useful for your stakeholders
- Create reports and layouts demonstrating the types of reports you can create based on queries, selected scan data or data from specific criteria
- Create customized reporting templates to show data in a way that is consumable by stakeholders

- Create alerts and demonstrate how to optimally use the various types of alert functions

Tenable's Professional Services (ProServ) team has a repeatable methodology for successfully deploying Tenable solutions to large scale enterprises. This methodology includes understanding and aligning to the customer's broader security and vulnerability management objectives; defining a roadmap for deploying the customer's solution; architecting a solution to meet broader objectives; support during the rollout of the solution; and integration support for tying Tenable solutions into other systems within the overall security platform.

## Product Customization

With Tenable Custom Integration Services, we can help you connect your existing systems to our solutions, ensuring your vulnerability assessment data is dispersed and correlated. This gives you a comprehensive view of your security posture and provides continuous visibility and critical context, enabling decisive action. We'll work with your team to understand your desired outcome and the integrations needed to get there. Leverage Custom Integration Services from Tenable to take your security practice to the next level.

## Product Training

Tenable's strategy around product training is to develop and deliver on-demand web-based training. Tenable provides an update to the training with every major release of the software. Leveraging Tenable's OnDemand product training (offered for free) will provide sufficient product knowledge, Tenable also offers virtual and customized onsite training at additional cost. These classes educate users on doing everything from installation and configuration to best practices in alerting and reporting. For full details of Tenable's customer education offerings, please see <http://www.tenable.com/education>.

Tenable offers training in one of three ways:

- OnDemand - Self-guided online Courses that are free with subscription, available 24/7
- Virtual virtual classroom settings, pay per seat
- Onsite – Classroom fee for up to 15 participants plus travel and other expenses

In most cases, Tenable feels our OnDemand product training (offered for free and online) will provide sufficient product knowledge for solution administrators and users. With 24x7 access to courses, you can evaluate and learn about Tenable solutions on your time and focus your learning on the topics you need. For full details of Tenable's customer education offerings, please see <http://www.tenable.com/education>.

## Technical Support - Helpdesk

Tenable's Standard Technical Support plan is included, at no additional charge, our subscription-based customers with a Response Time Objective (RTO) of 24 hours and is available 24 hours a day, 7 days a week, 365 days a year (24x7x365). Help desk inquiries are intended for general technical support in assistance with problem determination, isolation, verification, and resolution.

Standard Support Plan features include:

**Email Support:** All named contacts with a valid support contract may open a support case by sending an email to [support@tenable.com](mailto:support@tenable.com). All cases opened via email will receive a case priority of "Normal".

**Support Portal:** All named contacts with a valid support contract may open a support case by logging into the Tenable support portal. The support portal contains the Knowledge Base, documentation, and license information as well as the list of available phone numbers (for customers with phone support) and a button to initiate a live chat session. The primary support contact may also add/remove support contacts using the portal.

**Chat Support:** Chat support is available to customers with Standard or Premium Support plans 24 hours a day, 365 days a year. The chat feature is available once a named contact has logged into the support portal.

**Phone Support:** Phone support is available to named support contacts with Standard or Premium Support plans 24 hours a day, 365 days a year. Phone numbers are listed in the support portal.

Support desk locations are in the US (7am - 8pm EST) and also in Ireland and Australia, all locations are staffed by direct-hire Tenable employees. Support contacts must be reasonably proficient in the use of information technology, the software they have purchased from Tenable, and familiar with the customer resources that are monitored by means of the software. Support contacts must speak English and conduct support requests in English. Support contacts must provide information reasonably requested by Tenable for the purpose of reproducing any Error or otherwise resolving a support request.

## Distribution Model

Tenable does not sell direct, our distribution model is based on an indirect (2 tier) model, partnering with resellers.

Tenable has an extensive global network of certified resellers and distributors that combine local presence with deep cybersecurity experience to serve customers effectively.

At Tenable, we're committed to collaborating with leading security technology resellers and distributors worldwide. The Tenable Assure Partner Program rewards the investment our resellers make in expertise and customers, while helping our partners build a predictable annuity stream of renewals. Together, we are committed to protecting organizations of all sizes with industry-leading solutions designed to understand and reduce their cyber risk. Tenable's list of authorized partners can be found here:

<http://www.tenable.com/partners/find-a-reseller>

## Data Security

Customer data security and privacy is the top priority of Tenable. Thousands of customers, including financial service providers, healthcare providers, retailers, educational institutions and government agencies trust Tenable with their vulnerability data in our cloud platform.

Data security and privacy include not allowing customers to access any data other than their own and ensuring that any non-customer, hacker, bad actor or unauthorized Tenable representative cannot access, disclose, copy or otherwise violate the privacy and protection of the customers' data stored in the Tenable.io service.

Tenable also focuses on the availability and reliability of the Tenable.io service because poor security controls can create problems that, while not a risk to customers' data, can affect the service availability. Tenable implements and enforces measures to make Tenable.io highly available, guarded against attacks or simple faults and outages, and always usable for our customers.

Tenable.io uses state-of-the-art container technology to create and segregate customer environments. All customer accounts, vulnerability data and user settings are contained within a container uniquely allocated to each specific customer. Data contained within one container cannot leak or otherwise be intermingled with another container, thus ensuring the privacy, security and independence of each customer environment.

## What data does Tenable.io manage?

Ultimately, the customer data Tenable.io manages has a single purpose: to deliver an exceptional experience as customers manage assets and vulnerabilities to secure their environments. To that end, Tenable.io manages three categories of customer data:

- Asset and vulnerability data
- Environmental performance data
- Customer usage data

Tenable.io inventories assets on customers' networks and manages asset attributes that may include IP address, MAC address, NetBIOS name, operating system and version, active ports and more.

Tenable.io collects detailed current and historical vulnerability and configuration data, which may include criticality, exploitability and remediation status and network activity. Additionally, if customers enhance Tenable.io data with integrations to third-party products, such as asset management systems and patch management systems, Tenable.io may manage data from those products.

The Tenable.io platform makes every effort not to collect PII data types in a format that would require additional certifications or security measures. This includes credit card numbers, Social Security numbers and other custom checks. Where Tenable plug-ins capture character strings that may contain sensitive or personal information, the platform will automatically obfuscate at least 50% of the characters to protect data that may be sensitive.

## What customer data does Tenable collect via Tenable.io?

**Health and Status Data:** To maintain Tenable.io performance and availability and deliver the best possible user experience, Tenable.io collects customer-specific application status and health information. This includes how often the scanner communicates to the platform, the number of scanned assets and versions of software deployed, as well as other general telemetry to identify and address potential issues as soon as possible. Tenable uses health and status data to detect and address potential issues in a timely manner, thereby maintaining SLA commitments. Therefore, customers cannot opt out of this data collection.

**Usage Data:** To evaluate and improve customer experience, Tenable collects anonymized user usage data. This data includes page access, clicks and other user activity which give the user a voice into streamlining and improving the user experience. A customer can request that their container no longer be part of the collection process.

In order to ensure the best possible experience, we are collecting this information as long as a customer container remains active. Once a customer discontinues the service, the data will be retained for no more than 180 days.

## Where is customer data stored and/or located? (Data Centers)

Tenable uses data centers and services from Amazon Web Services (AWS) to provide and deliver Tenable.io to customers. By default, Tenable will choose to create a customer container in the region that is most appropriate to ensure the best possible experience for that customer. Current locations are:

- US / N. Virginia, N. California, Ohio
- EU / Germany, London
- APAC / Singapore, Sydney

By exception, if prior to deployment, a customer requests a specific AWS region, Tenable will activate the customer in that region and data will be stored in that designated country.

As all customer data is stored in secure, regional AWS services, the certifications for EU data protection that AWS maintains apply to the Tenable Cloud. More information is available

<https://aws.amazon.com/compliance/eu-data-protection/>

There are situations where data could be stored in regions other than the initial AWS region:

- Tenable.io customers can run external scans using the public, shared scanning pools available in a number of AWS regions. Choosing a scanner close to the target will generally result in faster scans.

Note that when a customer uses a cloud scanner in a different locality than the one hosting their account, scan data will temporarily exist outside the account's hosting locality, but it is not stored. For example, if a customer with an account hosted in EU / Germany scans with a scanner in US / N. Virginia, the scan data will temporarily pass through the USA before being stored in Frankfurt. If data locality is an issue, customers should only do external scans with cloud scanners in their region. This is easily selectable on a per-scan basis.

- If a customer is using Tenable SecurityCenter®, their scan data is not stored in the cloud, even if they are using Tenable.io to scan part of their entire infrastructure.
- Nessus Agent scan data is stored in Tenable.io when customers run scans from Tenable.io. If customers are running agent scans with Nessus Manager, that data will not be stored in Tenable.io, regardless of where the agents are deployed.
- Currently, scans submitted to Tenable for PCI ASV validation are stored in the USA.

## Who can access customer data?

Customers control who has access to their data, including assigning roles and permissions to their personnel and temporarily granting access from Tenable support staff.

Tenable.io customer administrators can assign user roles (basic, standard, administrator and disabled) to manage access to scans, policies, scanners, agents and asset lists.

## Can Tenable staff access customer data?

Yes. With customer permission, tier three members of Tenable's global support staff can impersonate user accounts, which allows them to perform operations in Tenable.io as another user without needing to obtain that user's password. Tenable support staff, or the customer, can make the request to activate the feature. Tenable support staff requires the customer to "approve" the impersonation via a note in an active support case. Permission must be granted for every issue logged with support. Tenable will not operate on a blanket "OK" to impersonate at any time. User impersonation may result in data leaving the primary location. All impersonation activity is logged.

**Tenable support staff will not have access to a customer's internal network.** All traffic is initiated by the scanner and is outbound only. The scanners are installed behind the customer's firewall and can control the access of the scanners via their firewall.

All Tenable.io operations staff are required to pass a third-party background check. In addition, all senior team members have at least five years of experience at SaaS-based security software companies and many carry security certifications such as being a CISSP. Tenable has a defined hiring and termination process. All employees are required to sign non-disclosure agreements as a part of their hiring, and all accounts and access keys are immediately revoked upon termination.

## Does the Data leave the country when Tenable is Troubleshooting a technical issue?

Tenable is making every effort to ensure that customer data is protected and we ensure that their policies are being followed by working with customers to ensure the data remains in the region required. However, there are instances where customers could email a report to Tenable or otherwise break their own policy emailing outside of their region.

## Data Retention Periods

Data retention periods are designed to meet various customer and regulatory requirements.

The ability to measure progress over time is a core function of the Tenable.io platform. Tenable.io will automatically store customer data for 15 months to allow them to report over a 1 year period of time.

If customers need longer than 15 months of storage, Tenable.io provides several methods to download customer data and customers can store it as they wish.

Should a customer's account expire or terminate, Tenable will retain the data, as it was at the time of expiration, for no more than 180 days. After that time, this data may be deleted and cannot be recovered.

Data which is involved in a **PCI compliance validation process** is not deleted until at least three years after the date of the PCI attestation, as required by PCI regulations. Tenable retains this data for this time period, even if the customer chooses to delete their scans or account, or terminates their Tenable.io service.

## Physical Security of Data Centers

Since, Tenable.io uses the AWS data centers and services to provide and deliver service, Amazon is responsible for any physical-level policies and controls.

AWS pioneered cloud computing in 2006, creating cloud infrastructure that allows you to securely build and innovate faster. They are continuously innovating the design and systems of our data centers to protect them from man-made and natural risks. Then they implement controls, build automated systems, and undergo third-party audits to confirm security and compliance. As a result, the most highly-regulated organizations in the world trust AWS every day. Take a virtual tour of one of our data centers to learn about AWS's security approach to protect the data of millions of active monthly customers, including details on all their security controls (physical, business continuity, monitoring and logging infrastructure, etc):

<https://aws.amazon.com/compliance/data-center/data-centers/>

## Data Protection

Tenable applies multiple security measures to deliver Tenable.io data security and privacy. Tenable believes that the protection customer data is our number one goal. We have implemented numerous protections to ensure customer data is properly isolated and encrypted.

- At rest all customer data collected are encrypted using AES-256 encryption.
- All customer data in motion is encrypted using TLS v1.2 with a 4096-bit key. This includes browser, API and intra-application communication.
- All customer data is marked with a "container ID", which corresponds to a single customer subscription. This container ID assures that access to a customer's data is limited to only that customer.

Key management is not customer configurable. Tenable manages the keys and key rotation.

## Customer Application Security

Ensuring access to Tenable.io in a secure and authorized manner is a high priority for our development and operations teams. Tenable.io provides a number of mechanisms to keep customer data secure and control access. We protect against brute force attacks by locking accounts out after five (5) failed login attempts.

To protect from data interceptions all communication to the platform is encrypted via SSL (TLS-1.2). Further, older insecure SSL negotiations are rejected to ensure the highest level of protection.

To protect access to the platform customers can configure two-factor authentication through services provided by Twilio.

Customers can integrate Tenable.io with their SAML deployment. Tenable.io supports both IdP and SP initiated requests. Lastly, users can reset their password directly inside of the application using their email address.

Customers often build customer connections to Tenable.io using our documented APIs or SDKs. Access can be granted and controlled by the creation of specific APIs "keys." Using different keys for different integrations is supported without having to share user credentials.

## Secure Development

Tenable follows a number of practices to ensure security of Tenable.io application software.

Testing is done by three separate groups within Tenable:

- Security testing is done by the development team;
- The Tenable IT Security team performs vulnerability testing on Tenable.io both before and after deployment (post-deployment tests are unscheduled with no advance warning to other teams); and
- Tenable provides additional security review of source code and changes prior to deployment.

All software deployment is automated and performed only via the build system, which is authenticated via corporate LDAP credentials or by Ansible, which is authenticated using SSH private keys. All deployments are logged and tracked, and notification of deployment action (planned or unplanned) is automatically sent to the Tenable development team.

All changes to the source code are tracked and linked to the release where that change gets installed. This tracking ensures that there is a complete history of every change, who made it, when it was made, and finally, when the change was deployed into production.

Each deployment is approved by at least two Tenable team members. All changes and deployments are broadcast to all team members. Software is first deployed to test environments, and then deployed in a "rolling fashion" to production instances over a window of time.

## Security Controls to protect Tenable.io

- Daily vulnerability scans are performed by Tenable.
- Firewalls and network segmentation control access.
- Automated tools and processes monitor the Tenable.io platform for uptime, performance and to detect anomalous behavior.
- Logs are monitored with automation 24/7/365 and Tenable staff are available 24/7/365 to respond to events.

The sensors that connect to the platform play a major role in a customer's security, collecting vulnerability and asset information. Protecting this data and ensuring the communication paths are secure is a core function of the Tenable.io. Tenable.io supports several sensors today: Nessus vulnerability scanners, Passive scanners and Nessus Agents.

These sensors connect to the Tenable.io platform after cryptographically authenticating and linking to Tenable.io. Once linked, Tenable.io manages all updates (plugins, code, etc.) to ensure the sensors are always up to date.

Traffic from the sensors to the platform is always initiated by the sensor and is outbound-only over port 443. Traffic is encrypted via SSL communication using TLS 1.2 with a 4096-bit key. This removes the need for firewall changes and allows the customer to control the connections via firewall rules.

- Scanner-to-platform authentication
  - The platform generates a random key of 256 bit length for each scanner connected to the container and passes that key to scanner during the linking process
  - Scanners use this key to authenticate back to the controller when requesting jobs, plugin updates and updates to the scanner binary
- Scanner-to-platform job communication
  - Scanners contact the platform every 30 seconds

- If there is a job, the platform generates a random key of 128-bits
- The scanner requests the policy from the platform
- The controller uses the key to encrypt the policy, which includes the credentials to be used during the scan

## Disaster Recovery & Data Replication

Disasters are events that result in the unrecoverable loss of data or equipment in one or more regions.

Tenable.io disaster recovery procedures have several levels and are designed to react to situations that may occur from anywhere between once in five years to once in 50 years. Depending on the scope of the disaster, the recovery procedures vary in time from 60 minutes to 24 hours.

## Incident Management for Data Breaches

Tenable's Information Security Incident Management policy follows NIST frameworks, US-CERT guidelines, and best practices. Personnel must report any and all incidents to the security staff, including any that include privacy information. Notification to customers will be made within 48 hours and not before an initial incident report, containing the basic facts, is completed. Notification will be sent to the data breach contact notification on file. Notification will be by email. **To date, Tenable has not had any data breaches to report.**

## Privacy Policy

At Tenable Network Security, Inc. and its parent, subsidiary, and affiliated companies (collectively, “Tenable” or “We”), your privacy is important to us. This Privacy Policy describes Tenable’s privacy practices in relation to (i) information that we collect through websites operated by Tenable (the “Site”), and (ii) human resources data of Tenable employees. As used in this policy, “You” or “Your” refers to any individual who visits or otherwise uses the Site or is an employee of Tenable. By using the Site, You accept and agree to the practices outlined in this Privacy Policy. If You have any questions or concerns about Tenable’s information collection and use practices, please send an email stating Your questions, requests, or concerns, with the subject heading, “Privacy Policy Question” to [privacy@tenable.com](mailto:privacy@tenable.com).

More on Tenable’s Privacy Policy: <https://www.tenable.com/privacy-policy>

## Privacy Certifications

Tenable Network Security complies with the EU-U.S. Privacy Shield Framework and the Swiss – U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively. Tenable Network Security has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

Tenable has completed the Cloud Security Alliance (CSA) STAR self-assessment. Tenable responses to the Consensus Assessment Initiative Questionnaire (CAIQ) answer a set of over 140 security related questions a Tenable.io prospect, customer or partner may require. CSA STAR is the industry’s most powerful program for security assurance in the cloud. STAR (Security Trust & Assurance Registry) encompasses key principles of transparency, rigorous auditing, and harmonization of standards, including indications of best practices and validation of security posture of cloud offerings. A copy of this questionnaire can be downloaded from: <https://cloudsecurityalliance.org/star-registrant/tenable-inc/>

## Common Criteria

Common Criteria certification is generally not applied to a SaaS solution, as the frequency of updates does not lend itself to a certification process that takes 6-9 months to complete.

# Appendix

**Data Sheet – Tenable.io platform**

**Data Sheet – Tenable.io Vulnerability Management**

**Data Sheet – Tenable.io Web Application Scanning**

**Data Sheet – Tenable.io Containers**

**Tenable.io Quick Start Guide**

**Tenable.io Software Licensing Agreement**

**Tenable.io Uptime Guarantee**

**Technical Support Plans**

# tenable.io™

## Vulnerability Management Built for Today's Dynamic Assets

With increasing threats and a constantly changing IT landscape, security teams today can barely keep up with the pace of identifying vulnerabilities and threats and, more importantly, fixing them. And as more organizations embrace public cloud, mobile and DevOps, the fundamental concept of an asset changes and radically impacts how security teams do their jobs. Yesterday's approach of running periodic scans no longer provides the visibility and insight needed for today's dynamic assets.

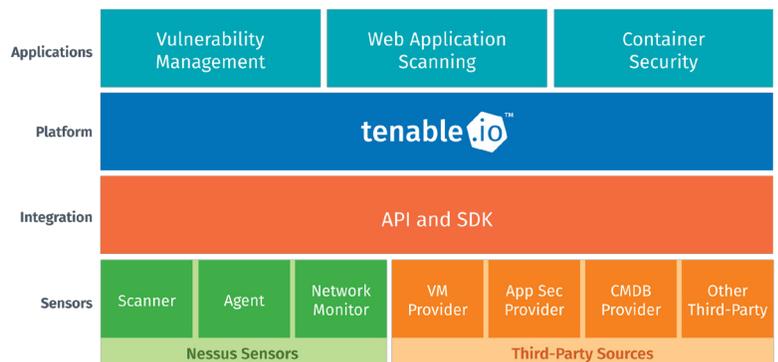
With the significant changes in the way organizations approach assets and their vulnerabilities, it's more critical than ever to have one place for all vulnerability data, no matter where it comes from. Solutions that only accept and manage their own data are doing a disservice to their users. Given these fundamental shifts in how organizations must address assets and vulnerabilities, a new, modern approach is needed to solve fundamental vulnerability management challenges without penalizing customers for embracing new technologies like the Cloud and DevOps.

## Tenable.io – A Modern Vulnerability Management Platform

Built on the leading Nessus® technology from Tenable™, Tenable.io™ brings clarity to your security and compliance posture through a fresh, asset-based approach that accurately tracks your resources and vulnerabilities, while accommodating dynamic assets like cloud and containers. Tenable.io maximizes visibility and insight and effectively prioritizes your vulnerabilities, while seamlessly integrating into your environment.

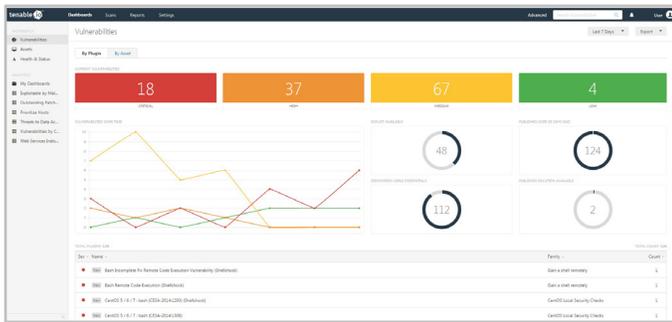
### Key Benefits

- **Eliminates blind spots:** Tenable.io delivers the most comprehensive visibility into traditional and modern assets, such as cloud, mobile, containers and web applications.
- **Focuses effort with vulnerability state tracking:** Tenable.io puts the vulnerabilities you care about – those that are new, active or resurfaced – front and center so you can focus your efforts on things that really matter.
- **Improves productivity through a streamlined user experience:** With a modern, intuitive user interface and guided in-application messaging, Tenable.io effectively leads you through both common and complex tasks.
- **Maximizes value via simplified integrations:** Tenable.io includes pre-built integrations with complementary systems, like password vault, patch management and Mobile Device Management (MDM) solutions.
- **Improves ROI with an elastic asset licensing model:** Tenable.io offers a first-to-market asset-based licensing model that consumes just a single license unit per asset.



*Tenable.io applications solve specific security challenges. These applications share the same platform, making it easy to add new capabilities as your needs grow.*

The platform includes Nessus data sensors for active and agent-based scanning and passive traffic listening, as well as an API and SDK for those who want to automate the sharing of Tenable.io capabilities and vulnerability data, or build on the Tenable.io platform. Built on the Tenable.io platform are a growing number of applications that solve today's toughest security challenges, including vulnerability management, container security and web application scanning – making it easy to start with one application and upgrade to others as requirements grow. This combination of applications, data sensors and automation delivers maximum coverage and provides continuous visibility into assets and vulnerabilities – so you can take better-informed action to protect what matters most.



*With an intuitive, streamlined interface and multiple pre-built dashboards and reports, Tenable.io makes it easy and efficient to navigate through both common and complex tasks.*

## Key Capabilities

### Unified Applications

The Tenable.io platform offers multiple applications that solve clear security challenges, such as vulnerability management, container security, web application scanning and more to come. These applications are built on a common platform, leverage the Nessus sensors, API and SDK, and are accessed through a single interface, making it easy to activate new applications and become immediately productive.

### Integrated Container Security

As the only vulnerability management solution on the market to offer integrated container security capabilities, Tenable.io brings security into the container build process up front. This enables organizations to gain visibility into the hidden security risks present in container images and remediate them before they reach production, without slowing innovation cycles.

### Most Comprehensive and Affordable Scan Options

Tenable.io includes the Nessus Sensors to maximize scan coverage and reduce vulnerability blind spots. The Sensors include active and agent scanning, as well as passive traffic listening – all provided at no extra cost. Based on our popular Nessus technology, active scanning delivers the broadest coverage of assets and vulnerabilities. Agent-based scanning and passive traffic listening enable you to tackle troublesome assets, such as transient or remote devices, and sensitive hosts such as medical or industrial control devices.

### Pinpoint Asset Tracking

Tenable.io tracks assets and their vulnerabilities with unsurpassed accuracy, giving security teams the highest fidelity view of their environment. Using an advanced asset identification algorithm, the product pinpoints the true identity of each resource in your environment – even dynamic assets like laptops, virtual machines and cloud instances. This algorithm uses an extensive set of attributes (such as Tenable ID, NetBIOS name, MAC address and many others) to accurately track changes to assets, regardless of how they roam or how long they last.

### Documented API and Integrated SDK

Easily automate the sharing of Tenable.io capabilities and vulnerability data or build on the Tenable.io platform, leveraging a fully documented API set and SDK. There is no extra cost to use these tools to maximize the value of your vulnerability data.

### SLA With Uptime Guarantee

Tenable provides the vulnerability management industry's first uptime guarantee through a robust service level agreement (SLA) for Tenable.io. Service credits are offered if the SLA is not met, just like leading cloud vendors such as Amazon Web Services.

## Training

Tenable offers training for those who are new to using Tenable.io and want the knowledge and skills to maximize use of the product, as well as advanced topics for seasoned users.

Courses are available on-demand via the [Tenable website](https://tenable.com/training).



**For More Information:** Please visit [tenable.com](https://tenable.com)  
**Contact Us:** Please email us at [sales@tenable.com](mailto:sales@tenable.com) or visit [tenable.com/contact](https://tenable.com/contact)

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# tenable.io™

## Vulnerability Management

### Modern Vulnerability Management

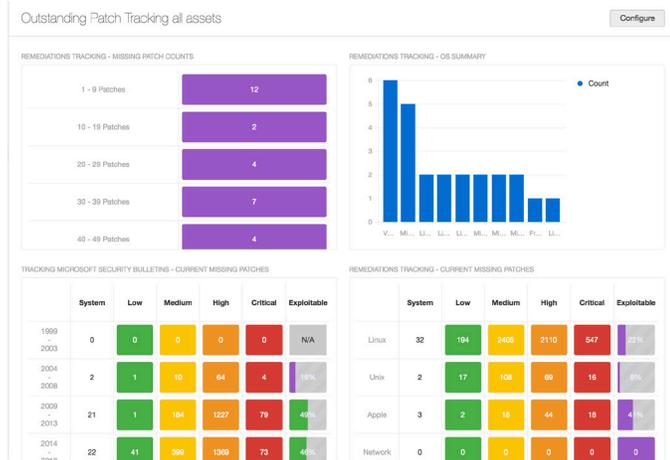
The IT landscape today is changing and because of that, vulnerability management needs to change too. IT environments today are filled with both traditional and dynamic assets. Instead of, or in addition to, physical servers, organizations are embracing virtual and cloud assets, which can be deployed quickly as needed. These assets, as well as now ubiquitous mobile devices, come and go from networks in an instant. Traditional quarterly, monthly or even weekly scanning is no longer enough to provide the visibility needed.

Organizations need modern solutions that offer multiple ways to identify vulnerabilities in today's dynamic assets, that deliver clear recommendations on how to prioritize and address vulnerabilities, and are flexible to meet different organization's diverse needs.

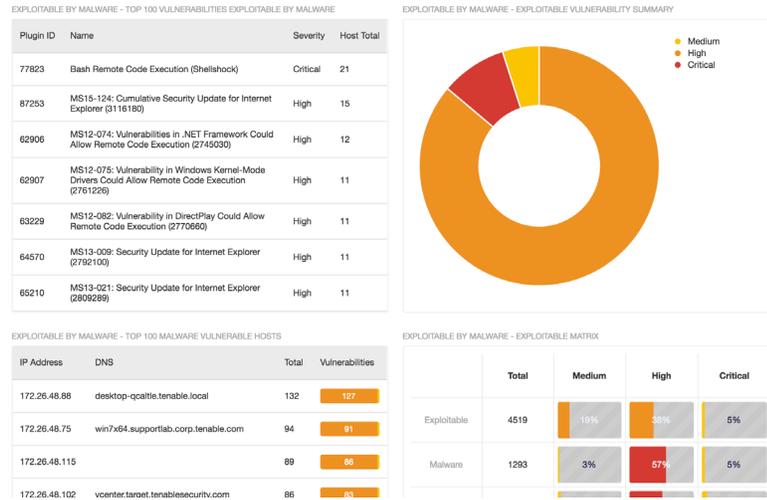
The Tenable.io™ Vulnerability Management application brings a fresh, modern approach to solve today's toughest vulnerability management challenges. Using an advanced asset identification algorithm, Tenable.io Vulnerability Management provides the most accurate information about dynamic assets and vulnerabilities in ever-changing environments. Its streamlined interface, intuitive templates and guidance, and seamless integration help security teams maximize efficiency. When visibility and insight matter most, Tenable.io Vulnerability Management helps you focus on the right action every time.

### Key Benefits

- **Customer-friendly elastic asset licensing improves ROI:** Tenable.io Vulnerability Management offers a first-to-market asset-based licensing model that consumes just a single license unit per asset, even if the asset has multiple IP addresses
- **Most comprehensive assessment options eliminates blind spots:** Tenable.io Vulnerability Management comes with Nessus® Sensors, a mix of active scanners, agents and passive listening sensors, to help maximize scan coverage and reduce vulnerability blind spots
- **Asset-based vulnerability tracking improves accuracy:** Tenable.io Vulnerability Management provides the ability to track assets and their vulnerabilities more accurately than any previous solution
- **Pre-built integrations leverage complementary solutions:** Tenable.io Vulnerability Management comes with pre-built integrations with many complementary solutions, so you can quickly and easily enhance your vulnerability practice and secure your business



Tenable.io Vulnerability Management lets you, at any time, identify the state of vulnerabilities in your environment.



With multiple pre-built dashboards and reports, including this Exploitable by Malware dashboard, Tenable.io Vulnerability Management helps security teams effectively prioritize vulnerability remediation.

## Key Capabilities

### Customer-Friendly Elastic Asset Licensing

Tenable.io Vulnerability Management offers a first-to-market asset-based licensing model that consumes just a single license unit per asset, even if the asset has multiple IP addresses. The solution's elastic model also continues to permit scanning when license counts are temporarily exceeded and automatically recovers licenses for rarely scanned assets or one-time bursts.

### Comprehensive Assessment Options

Tenable.io Vulnerability Management leverages Nessus Sensors, a mix of active scanners, agents and passive listening sensors, to help maximize scan coverage and reduce vulnerability blind spots. This mix of data sensors helps you include hard-to-scan assets in your vulnerability management program, such as transient devices analyzed by agents, and sensitive systems like medical devices and industrial control systems which, can be monitored through passive traffic listening.

### Accurate Asset-Based Vulnerability Tracking

Tenable.io Vulnerability Management provides the ability to track assets and their vulnerabilities more accurately than any solution before. An advanced asset identification algorithm uses an extensive set of attributes (such as Tenable ID, NetBIOS name, MAC address and many others) to accurately track changes to assets, regardless of how they roam or how long they last.

### Pre-Built Integrations

Tenable.io Vulnerability Management comes with pre-built integrations for popular patch management, credential management, mobile device management and other solutions that are complementary to vulnerability management, so you can quickly and easily enhance your vulnerability practice and secure your business.

### Streamlined User Interface

With a modern interface and guided in-application messaging, Tenable.io Vulnerability Management makes common tasks, such as running an assessment, easier than ever. Pre-defined templates and configuration audit checks that follow best practices frameworks, such as CIS and DISA STIG, help you protect your organization with a fraction of the effort otherwise needed.

### Documented API and Integrated SDK

Easily automate the sharing of Tenable.io capabilities and vulnerability data or build on the Tenable.io platform, leveraging a fully documented API set and SDK. There is no extra cost to use these tools to maximize the value of your vulnerability data.

### SLA With Uptime Guarantee

Tenable provides the vulnerability management industry's first uptime guarantee through a robust service level agreement (SLA) for Tenable.io. Service credits are offered if the SLA is not met, just like leading cloud vendors, such as Amazon Web Services.

### PCI-Certified Approved Scanning Vendor

Tenable.io is a PCI-Certified Approved Scanning Vendor (ASV) solution that enables merchants and service providers to demonstrate their Internet-facing systems are secure, according to PCI Data Security Standard (PCI DSS) external network vulnerability scanning requirements.

## Training

Tenable offers training for those who are new to using Tenable.io and want the knowledge and skills to maximize use of the product, as well as advanced topics for seasoned users.

Courses are available on-demand via the [Tenable website](#).



**For More Information:** Please visit [tenable.com](#)  
**Contact Us:** Please email us at [sales@tenable.com](mailto:sales@tenable.com) or visit [tenable.com/contact](#)

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## Web Application Scanning

### A Modern Approach to Dynamic Application Security Testing

Modern web applications continue to be a challenge for organizations to secure, with developers building increasingly complex business applications that result in security blind spots. Unknown vulnerabilities leave the door open for attackers. Given the explosion in app development, many organizations are struggling to keep up, resulting in applications that could leave highly sensitive data open to compromise. But yet another standalone security product isn't the answer; security professionals must have visibility into the security of their web applications as part of a comprehensive vulnerability management solution, to gain a complete view of their security and compliance exposure.

Tenable.io™ Web Application Scanning provides this visibility as part of a comprehensive vulnerability management solution. The product delivers safe and automated vulnerability scanning to cover the entire online portfolio, so security professionals can rapidly assess their web applications without heavy manual effort. Tenable.io Web Application Scanning provides high detection rates with minimal false positives, ensuring you understand the true risks in your web applications.

### Key Capabilities

#### *Understand Your Web Applications*

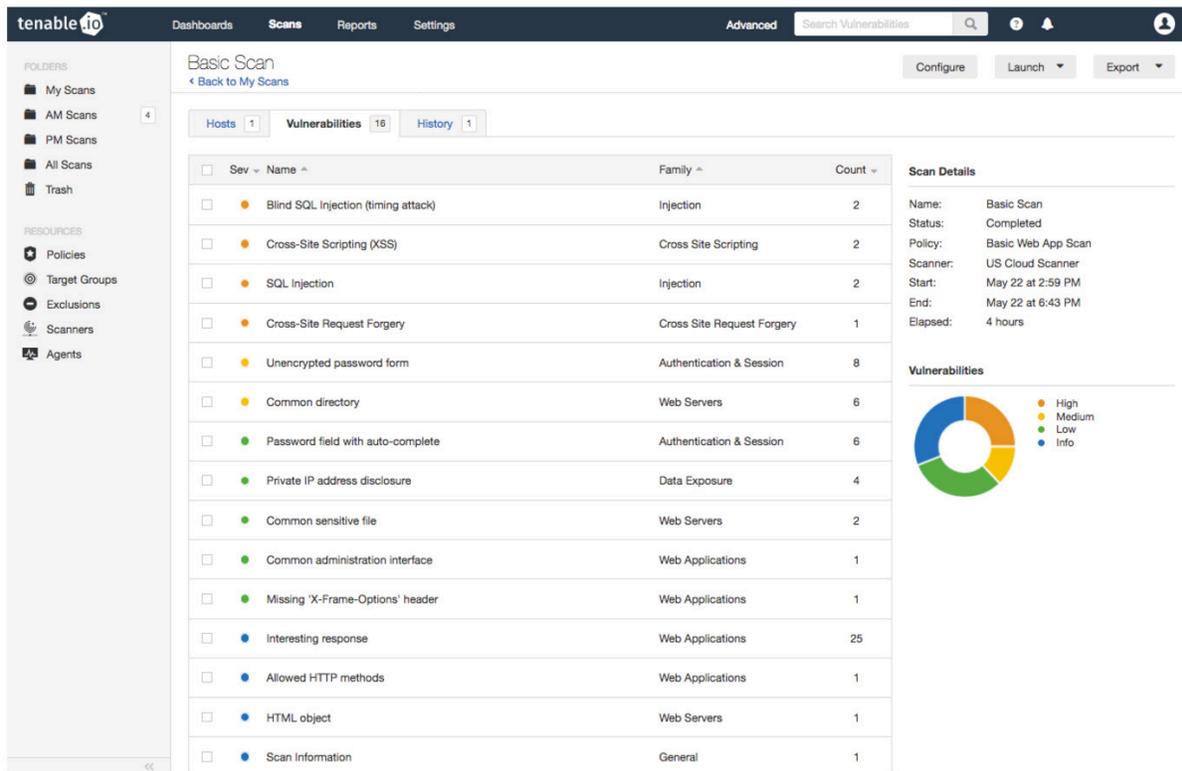
Tenable.io Web Application Scanning helps you understand the sitemap and layout of your web applications. You can perform a crawl that shows you parts of the web application that the scanner sees, providing more detailed information about the web applications you own.

#### *Scan Web Applications Safely*

In order to prevent performance latency and disruptions, it's important to define parts of critical web applications that are safe to scan and define other parts that should never be scanned. With Tenable.io Web Application Scanning, you can exclude parts of the web application to be scanned by providing the URLs or file extensions to be excluded from the scan, ensuring the scanner is non-intrusive.

### Key Benefits

- **Improves confidence with highly accurate scanning:** Tenable.io Web Application Scanning has high accuracy with minimal false positives and negatives, giving you confidence that your reports are accurate.
- **Automates scanning to reduce manual work efforts:** Automated scanning allows you to understand your security risk without the manual effort and time otherwise needed.
- **Reduces product sprawl as part of a comprehensive VM solution:** Part of the Tenable.io platform, Tenable.io Web Application Scanning allows you to gain visibility into vulnerabilities so you understand your true risk across all types of assets without complexity or product sprawl.
- **Eliminates the risk of disruptions and delays caused by intrusive scans:** Before web application scanning can begin, it's necessary to ensure no disruptions or performance latency will occur in critical web applications due to scanning. Tenable.io Web Application Scanning allows you to define the parts of your web applications that are safe to be scanned.



*Tenable.io Web Application Scanning allows security teams to view identified vulnerabilities to ensure visibility and prioritize remediation*

### Automated Web Application Scanning

With the scarcity (and cost) of security professionals, it's important to find solutions that offer automation that can help alleviate the lack of security talent. Tenable.io Web Application Scanning allows you to simply and rapidly assess all of your web applications with a highly automated solution that reduces your manual work effort.

### Integrate Web App Scanning with the Broader VM Solution

Part of the Tenable.io platform, Tenable.io Web Application Scanning delivers vulnerability scanning that covers your entire online portfolio. By bringing comprehensive and accurate web application scanning into the Tenable.io platform, you can gain a complete view of your security and compliance exposure. This helps eliminate silos and minimize the burden of product sprawl, so you can understand your security risk and protect your organization with one solution.

### Coverage of HTML5 and AJAX Web Applications

Legacy web app scanners can't keep up with the modern applications that have exploded in development today. Tenable.io Web Application Scanning is not only able to scan traditional HTML web applications, but also includes modern web applications built using HTML5 and AJAX frameworks.



**For More Information:** Please visit [tenable.com](https://tenable.com)  
**Contact Us:** Please email us at [sales@tenable.com](mailto:sales@tenable.com) or visit [tenable.com/contact](https://tenable.com/contact)

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## Container Security

### Problem Overview

As organizations increasingly depend on software to provide competitive differentiation, revenue acceleration and customer loyalty, the enterprise requirements for secure, rapid and efficient delivery of software have never been greater. DevOps teams are answering the business requirement for speed and agility by streamlining software delivery processes. Increasingly, they utilize Docker containers to quickly build and stand up new services and applications. Containers, however, present significant security risks. The lack of IP addressability, short-lived nature of containers and sheer volume and variety of containers mean securing containers is an ongoing challenge. Tenable.io™ Container Security provides container security testing and audit capabilities, as a modular and independent element of the Tenable.io platform.

### Product Overview

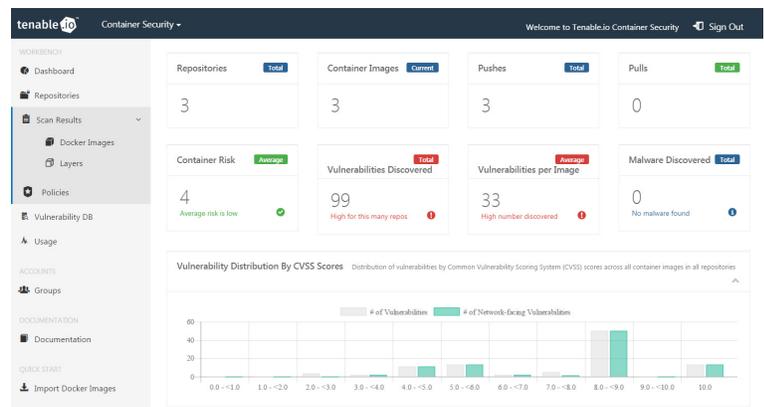
Tenable.io Container Security is a modern vulnerability assessment solution that eliminates container security blind spots without slowing down the application development process. Tenable.io Container Security delivers end-to-end visibility of Docker container images, providing vulnerability assessment, malware detection and policy enforcement prior to deployment. Compatible with the DevOps toolchain you already use, Tenable.io Container security includes out-of-the-box integrations with leading build and continuous integration systems and a RESTful API for custom integrations and dashboards.

Gaining pre-production visibility into containers reduces blind spots and risks. IT security teams can see the potential risks in containerized applications before they are deployed. Developers and DevOps teams get the information they need to quickly remediate vulnerabilities and malware in containerized images as early in the development process as possible, reducing risk prior to deployment and accelerating development.

By seamlessly supporting today's rapid development cycles, Tenable.io Container Security brings proactive visibility and security to solve the security challenges of containers at the speed of DevOps.

### Capabilities Overview

- Automated container image vulnerability testing
- Private container registry – integrate with your existing registry or use the product as a private registry
- DevOps toolchain integrations (build systems, test systems, etc.)
- Container malware detection
- Layer hierarchy intelligence
- Layer-specific vulnerability information and remediation guidance
- Sub-30 second assessment of containers
- Pre-built Security team focused reports and dashboards
- Customizable dashboards for DevOps teams
- Open API to pull data for custom dashboards or other integrations
- Binary inspection of new or non-cataloged code
- Continuous monitoring of stored container images for new vulnerabilities
- Continually updated vulnerability database
- Policy-based enforcement



*Dashboard provides “at-a-glance” visibility into security risks across repositories and images*

# Key Capabilities

## For Security Teams:

Tenable.io Container Security helps ensure Docker containers deployed into production are secure and compliant with enterprise policies. For security teams supporting growing DevOps practices, seamlessly identifying container risks and helping DevOps teams easily address them within the development lifecycle enable innovation without unknown or unacceptable risk.

### *“At-a-Glance” Dashboard Visibility*

Dashboards in Tenable.io Container Security give IT security managers “at-a-glance” visibility into both container image inventory and security. Security teams can view vulnerability, malware and other security data for all container images, as well as the distribution of vulnerabilities across images by CVSS score and risk level. The product also shows each image’s OS, OS version and architecture.

### *Continuous Assessment Identifies New Threats*

In the evolving technology landscape, new vulnerabilities are identified daily. Tenable.io Container Security helps security teams quickly respond to new risks by continuously monitoring vulnerability databases for new vulnerabilities. When one is identified, Tenable.io Container Security automatically re-tests all stored container images against the new vulnerability. Subsequently, the product automatically tests new container images for the vulnerability, ensuring continuous protection.

### *Malware Protection for Containers*

Tenable.io Container Security is the only container security solution that assesses container image source code for malware. It uses a custom-built malware detection engine to analyze container image source code and help ensure images are malware free.

### *Enterprise Policy Enforcement*

Enterprise policy compliance can optionally be enforced by monitoring container images for factors such as overall risk score and the presence of malware. If an image is created that exceeds the organization’s risk threshold, developers can be notified immediately, with layer-specific information provided to help them rapidly remediate. Policy violations can trigger alerting or can optionally block specific images from being deployed. Policies can apply globally or only to images in specific repositories.

### *Sync Images From Third-Party Registries*

Gain instant insight into container security risks by synchronizing your existing registry images into Tenable.io Container Security with one simple step. The product integrates with Docker Registry, Docker Trusted Registry, JFrog Artifactory and Amazon EC2 Container Registry.

### *Integrated Container Security and Vulnerability Management*

Container security isn’t a standalone requirement, but an integral part of a vulnerability management program. Tenable is the only vulnerability management provider to offer integrated container security with Tenable.io Container Security, a modular and independent element of the Tenable.io platform.

## For DevOps Teams:

### *Accelerate DevOps by Pinpointing Security Risks and Delivering Specific Remediation Advice*

Tenable.io Container Security provides Development and Operations unprecedented insight into the security of their Docker container images. In addition to providing a view of images by repository, it performs an in-depth vulnerability assessment on each container image when the image is pushed into Tenable.io Container Security. It conducts an inventory of container components as well as an evaluation of images before they are deployed – listing all the layers and components, including the application, dependencies, libraries and binaries. This fast and comprehensive view of vulnerabilities combined with layer hierarchy intelligence provides a detailed assessment of container image risk, by repository, ensuring developers don’t waste time searching for vulnerabilities or fixing issues that are mitigated in a higher layer. This enables developers to quickly remediate potential container risks and push secure code even faster.

### *Embed Security Into Your DevOps Toolchain and Drive Efficiencies Across the Team*

In DevOps environments, Tenable.io Container Security can optionally – and seamlessly – embed security testing into the software development tooling, without blocking or disrupting existing software development processes and workflows. The product provides out-of-the box integrations with common build systems such as Jenkins, Bamboo, Shippable, Travis CI and others, as well as with other continuous integration/continuous deployment tooling used by software developers.

Tenable.io Container Security also includes a robust, fully documented RESTful API for custom integrations with additional DevOps tooling, or data export to reporting tools used by the security team.

### *Go Deeper With More Detail*

DevOps teams can each get their own tailored dashboard that provides vulnerability metrics for their specific images and repositories, so they know immediately when one of their images requires remediation or exceeds the organization’s container security risk threshold.



**For More Information:** Please visit [tenable.com](https://tenable.com)

**Contact Us:** Please email us at [sales@tenable.com](mailto:sales@tenable.com) or visit [tenable.com/contact](https://tenable.com/contact)

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Tenable.io

QuickStart Service Specification

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## 1. QuickStart Service Overview

The Tenable.io QuickStart Services provide customers a fast path to a fully configured and operational Tenable.io subscription. As a result of the QuickStart the following will occur:

1. **Configure your Tenable.io subscription** based on requirements captured during the solution design.
2. **Implement best practices.** Experienced Tenable engineers will implement and orient you to Tenable's best practices for enterprise deployment.
3. **Validate operational capabilities.** Tenable.io will be tested end to end for scanning and other operational capabilities.

Tenable provides this predefined service for the configuration of one Tenable.io subscription, installation of up to four (4) Nessus scanners and up to ten (10) Nessus Agents, if applicable and four (4) reports.

## 2. Tenable.io Configuration

### 2.1. Scan Policies

The Tenable Certified Engineer will work with you to create scan policies. During this process, the creation of a Discovery scan (non-credentialed) will be reviewed and, with change management and/or proper permissions in place, this scan may be launched against a test or staged environment.

The second type of scan the Tenable Certified Engineer will create and demonstrate is the credentialed scan. This could be comprised of a Microsoft device environment, Linux / Unix environment, or a combination of both. The credentialed environment requires an administrative password or equivalent for the Microsoft devices. The Unix and/or Linux devices require root access or proper privilege elevation via su, sudo, or password phrase.

### 2.2. Custom Report Layouts

Customer and the Tenable Certified Engineer will create four (4) reports and show the various types of reports that can be based on queries, selected scan data, or selected data criteria to produce the necessary report.

The use of reporting templates and the process of customizing the template(s) will be demonstrated, to reflect the Customer data view for the various groups or individuals that need their critical reported information.

## 3. Session Delivery

The QuickStart service is delivered in the following manner.

### Kickoff Meeting

- Meet and interview key stakeholders
- Discuss outcomes of QuickStart service

### Scanning

- Review information security policies and network diagrams

- 
- Setup and Configure Nessus Scanners
  - Setup and Configure Scan Zones
  - Configure Agents (if applicable)
  - Create Scan Policies
  - Create initial scans
  - Launch initial scans

#### Reporting

- Review scan Results
- Discuss Reporting Best practices
- Create custom report layouts
- Review reports

## 4. Deliverables

A deliverable with the following components will be completed as part of the engagement:

- High-level Vulnerability Assessment operational plan
- Configuration document summarizing the configuration of Customer's installation

## 5. Schedule

Proposed start date of engagement is to be agreed upon by Customer and Tenable. Customer must provide Tenable at least 10 business days' notice to reschedule a session. Tenable reserves the right to reject requests for rescheduling submitted with less than 10 business days' notice. If Customer's attendees do not attend a scheduled session, Tenable may, at its sole discretion, deem such Services forfeit, in which case Tenable shall have no obligation to perform or provide a refund for such forfeit Services.

## About Tenable Network Security

Tenable Network Security transforms security technology for the business needs of tomorrow through comprehensive solutions that provide continuous visibility and critical context, enabling decisive actions to protect your organization. Tenable eliminates blind spots, prioritizes threats, and reduces exposure and loss. With more than one million users and more than 20,000 enterprise customers worldwide, organizations trust Tenable for proven security innovation. Tenable's customers range from Fortune Global 500 companies, to the U.S. Department of Defense, to mid-sized and small businesses in all sectors, including finance, government, healthcare, higher education, retail, and energy. Transform security with Tenable, the creators of Nessus and leaders in continuous monitoring, by visiting [tenable.com](https://tenable.com).

## TENABLE.IO SUBSCRIPTION AGREEMENT

This is a binding legal agreement (“Agreement”) between Tenable (as defined below), and you, the party using the Services and Software (“You”). BY CLICKING THE "I ACCEPT" BUTTON OR CHECKBOX ON THE REGISTRATION PAGE, YOU AGREE TO THE FOLLOWING TERMS OF SERVICE AND ANY ATTACHMENTS, EXHIBITS, ADDENDA OR TERMS INCORPORATED HEREIN AND BY REFERENCE. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT USE THE SERVICES.

### 1. Definitions.

(a) “Affiliate” means any entity that controls, is controlled by, or is under common control with a party. In this context, “control” shall mean (1) ownership by one entity, directly or indirectly, of greater than fifty percent (50%) of the voting equity of another entity or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise.

(b) “Asset” means any of Your systems that can be uniquely identified (including, but not limited to, a server with an IP address, CPU ID, Instance ID, Agent ID, IP Address, MAC Address, NetBIOS Name, an Asset record imported from a CMDB, a Web Application URL).

(c) “Confidential Information” means any information and/or materials that, from all the relevant circumstances, should reasonably be assumed to be confidential or proprietary. Tenable’s Confidential Information includes the Software, and structure, functionality, and organization of the Services. Your Confidential Information includes scan results compiled via the Services as well as information You import from outside sources.

(d) “Devices” means any of Your computer hardware, network, storage, input/output, or electronic control devices, and software installed on such devices.

(e) “Disclosing Party” means the party (Tenable or You) disclosing Confidential Information.

(f) “Documentation” means the associated user manuals and user documentation for the Services available at Tenable’s support portal.

(g) “Effective Date” means the date on which Tenable initially processes a valid order to purchase Your access to the Services.

(h) “Materials” means the slides, documents examples and other materials provided as part of the Professional Services.

(i) “Network Security Audits” are audits conducted to ascertain the level of compliance or non-compliance of network Devices with certain published security standards and to disclose security vulnerabilities. Network Security Audits may include port scanning and port connections, evaluating services by checking versions and responses to certain requests, and crawling websites to perform testing of forms, application responses, or to confirm the existence of certain files at the time of the audit.

(j) “PCI Scans” are scans designed to assess compliance with the Payment Card Industry Data Security Standard.

(k) “Professional Services” means start-up implementation and configuration services, security consulting services, on-site or virtual training courses, each as scoped and defined in a separate Statement of Work. “Professional Services” does not include the Services.

(l) “Professional Services Specifications” means the document produced with Your quote detailing the Professional Services to be provided.

(m) “Receiving Party” means the party (Tenable or You) receiving Confidential Information.

(n) “Services” means security services offered through the Tenable.io platform, which may include scans of Devices, domains or web applications owned by You or that You are otherwise authorized to scan, including PCI Scans and Network Security Audits. “Services” includes access to and use of applicable Software. “Services” does not include the Professional Services.

(o) “Software” means (i) each software product made available for download and installation on Your premises through the Tenable.io platform, or (ii) each software product made available for download and installation on Your premises which can be run on a stand-alone basis, not connected to the Services. Software includes patches, updates, improvements, additions, enhancements and other modifications or revised versions of the same that may be provided to You by Tenable from time to time.

(p) “Tenable” means,

(i) **Tenable, Inc.**, a Delaware corporation having offices at 7021 Columbia Gateway Drive, Suite 500, Columbia, MD 21046, if You (a) are a commercial entity or individual primarily located in the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable, Inc., or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable, Inc.;

(ii) **Tenable Public Sector LLC**, if You (a) are an agency or instrumentality of the United States Government, (b) are an applicable Federal Systems Integrators (“FSI”), (c) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Public Sector LLC, or (d) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Public Sector LLC; or

(iii) **Tenable Network Security Ireland Limited**, a limited company organized under the laws of Ireland, if You (a) are an entity or individual primarily located outside the Americas, (b) receive a quote or invoice for Software or Services governed by the Agreement from Tenable Network Security Ireland Limited, or (c) issue an ordering document for Software or Services governed by the Agreement to the attention of Tenable Network Security Ireland Limited.

(q) “Third Party Components” means code or other intellectual property included as part of the Software that was licensed to Tenable by third parties.

## 2. Services.

(a) Tenable hereby grants to You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable right to access and use those modules of the Services set forth on a valid invoice produced by Tenable in response to an order issued by You (each a “Tenable Invoice”). You may only use the Services for Your own internal business purposes and in accordance with the terms and conditions in this Agreement. You further agree to any additional limitations imposed on the Services (including but not limited to a restriction on the number of Assets or web applications that may be scanned), as stated in the Tenable Invoice. If You exceed Your license restrictions during the term of this Agreement, You must purchase an upgraded license to allow for all actual usage. In order to use the Software or Services, You must meet or exceed the specifications found in the Tenable General Requirements document, available at [http://static.tenable.com/prod\\_docs/Tenable\\_General\\_Requirements.pdf](http://static.tenable.com/prod_docs/Tenable_General_Requirements.pdf) or a successor location.

(b) You may use the Services to manage or gather information from supported software and agents not hosted by Tenable, provided that You have paid for such software and agents and have the right to access them; however, You may not use the Services to gather information from Nessus scanners.

(c) To allow Tenable to perform the Services and/or license the Software, You agree to provide certain necessary scan information, which may include license attributes, IP addresses, hostnames, account IDs, the number of Assets You are managing with the Software, or other relevant information. Tenable may use any of Your technical data (including scan data) for Tenable’s reasonable business purposes, including product support, license validation and research and development.

(d) Upon completion of a PCI Scan, You may submit the report to Tenable for review up to two (2) times per calendar quarter (unless more submissions are provided for in a Tenable Invoice).

(e) You hereby authorize Tenable to perform the Services, including accessing Your systems and computers in the context of the Services, in accordance with the terms of this Agreement. As such, You acknowledge that the Services may appear to be an attempt to breach the security of Your Devices, and that the Services may ultimately cause Your Devices to crash. Further, You acknowledge that the Services may modify Your Devices or their contents. You agree not to pursue any claims against Tenable as a result of any access to Your systems and computers.

(f) Tenable reserves the right to withdraw features from the Services provided that: (i) the core functionality of the Services remains the same; or (ii) You are offered access to a product or service providing materially similar functionality as the functionality removed from the Services. The preceding remedies under Section 2(f)(i) or (ii) are the sole remedies available in the event that the Tenable withdraws features from the Services.

(g) Upon Your request and subsequent approval by Tenable, You may receive limited access to evaluate the Services. Such evaluation may be subject to additional terms and conditions provided by Tenable. After the evaluation period ends, You must purchase access to the Services to continue to use them. You may not use the evaluation Services to scan third party networks or to provide a service to Your customers.

## 3. Software.

(a) Subject to the terms and conditions of this Agreement, Tenable grants to You and Your Affiliates a non-exclusive, non-transferable license in object code

form only to access and use those modules of the Software set forth on Tenable Invoice. You may only use the Software for Your own internal business purposes and in accordance with the terms and conditions in this Agreement. You agree to pay the applicable license fee (the "License Fee") as set forth on the Tenable Invoice. You further agree to any additional limitations imposed on the Software (including but not limited to a restriction on the number of Assets or web applications that may be scanned), as stated in the Tenable Invoice. Your right to install such Software is limited to use with the computers or machines for which the Software is registered for use. Any rights in Software not granted in this Agreement are expressly reserved by Tenable.

(b) You may make a reasonable number of copies of the Software, in whole or in part, only for backup or archival purposes or to replace a worn or defective original or copy. You may not operate in production a copy of the Software at the same time as the original or another copy.

(c) You shall not permit any (i) unauthorized parties to have access to the Software, or (ii) unauthorized copying, publication, disclosure or distribution of the Software, in whole or in part, in any form by You or any third party. You agree to notify Tenable of any unauthorized access to, or use, copying, publication, disclosure or distribution of, the Software.

(d) Any Third Party Component that is not marked as copyrighted by Tenable is subject to other license terms that are specified in the documentation available on Tenable's website ([http://static.tenable.com/prod\\_docs/Tenable\\_License\\_Declarations.pdf](http://static.tenable.com/prod_docs/Tenable_License_Declarations.pdf) or a successor location). By installing the Software, You hereby agree to be bound by such other license terms.

#### **4. Not For Resale License.**

(a) If You are a partner to whom a "Not For Resale" or "NFR" license has been granted, Your right to use the Services will commence as of the Effective Date and continue for a period of one year ("Initial Term"). After the Initial Term, Your NFR license shall automatically renew for consecutive one (1) year terms unless either party provides the other party with written notice of its non-renewal of the NFR license at least thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, Tenable may terminate Your NFR license for its convenience upon thirty (30) days' notice, or immediately should You breach any obligations under this Agreement.

(b) You shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements

to anyone on behalf of Tenable, including without limitation, relating to Tenable products, software, or services. Except as specifically permitted in this Agreement, You shall not state or imply that any of Your products have been endorsed, reviewed, certified or otherwise approved by Tenable.

(c) You hereby represent and warrant to the Tenable that: (i) You will not intentionally harm the reputation or goodwill of Tenable through any act or omission, and (ii) You have used commercially reasonable efforts to ensure that any software, code, algorithm, API, etc., transferred to Tenable is free from any time bomb, virus, drop dead device, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Tenable.

(d) You shall, at Your sole cost and expense, defend (or at its option, settle) and indemnify Tenable and Tenable's subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against Tenable based upon a claim that use of Your software or Your product in accordance with this Agreement infringes such third party's patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action.

#### **5. Support/Service Levels.**

As part of the Services, Tenable will provide You with the support plan You have purchased. Support will be provided in accordance with Tenable's then-current Technical Support Plan document and consistent with Tenable's Product Lifecycle Policy, each of which is available at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location. Tenable commits to make the Services available in accordance with Tenable's then-current service level agreement, available at [http://static.tenable.com/prod\\_docs/Service\\_Level\\_Co\\_mmitment.pdf](http://static.tenable.com/prod_docs/Service_Level_Co_mmitment.pdf) or a successor location.

#### **6. Professional Services.**

(a) Tenable may provide You with Professional Services as further described in a Statement of Work or Professional Services Specifications provided with or referenced in a quote. Subject to payment in full for the Professional Services, Tenable grants You a non-exclusive, non-transferable right to use the Materials for Your internal use and solely in conjunction with the Services. Except as otherwise agreed to by the parties in writing, all Professional Services Specifications or signed

Statements of Work will be governed by this Agreement. In the event of inconsistency between this Agreement and a signed Statement of Work, the Statement of Work shall govern.

(b) If You or Your designated attendees (“Attendees”) do not attend a scheduled training session or cancel a Professional Services engagement without providing proper notice, Tenable shall have no obligation to perform the Professional Services or provide a refund. You must provide Tenable at least ten (10) business days’ notice to reschedule. Tenable reserves the right to reject requests for rescheduling submitted with less than ten (10) business days’ notice. For training courses, You may substitute different individuals for scheduled Attendees provided Tenable is properly notified at least three (3) business days in advance. Tenable is not obligated to provide any services except as mutually agreed in a Professional Services Specifications or Statement of Work.

(c) For Professional Services occurring on Your site, Tenable agrees to comply, as it determines to be appropriate, with Your reasonable security procedures provided You inform Tenable of such procedures in advance. Some of the Professional Services may require You to have specialized knowledge or meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection, verification of network communication paths, receipt of applicable software license keys, up-to-date web browser, operating system, etc.). You are responsible for assessing the suitability of the Professional Services. Tenable will not provide any refund based on a failure to meet prerequisites. If technical issues arise during the Professional Services, Tenable will use commercially reasonable efforts to resolve such issues, but will have no liability based on Your failure to meet technical requirements.

(d) The Professional Services will be deemed satisfactory and accepted by You unless within ten (10) calendar days after the Professional Services have been performed, You give Tenable written notice of the respects in which You believe the results do not conform to the applicable requirements. Upon confirmation by Tenable of nonconformance of the Professional Services, Tenable’s entire liability and Your exclusive remedy will be for Tenable to use its reasonable efforts to re-perform the Professional Services within a reasonable period of time; provided that if Tenable is unable to re-perform the Professional Services, Tenable may elect to refund all payments actually received by Tenable from You for the particular Professional Services deemed to be nonconforming, in full satisfaction of Tenable’s obligations.

(e) Professional Services must be scheduled within three (3) months of the date You originally ordered such Professional Services, and completed within six (6) months of the date You originally ordered such Professional Services. If You do not schedule Professional Services within this time frame, Tenable shall have no obligation to perform the Professional Services or provide a refund.

(f) For a period of one (1) year after completion of Professional Services, You will not, either directly or indirectly, employ or solicit for employment any person employed by Tenable or any of its affiliates that have provided You with Professional Services under this Agreement. For the avoidance of doubt, this restriction shall not prevent You from hiring based on a response to Your advertising in good faith to the general public a position or vacancy to which an employee or worker of Tenable responds, provided that no such advertisement shall be intended to specifically target Tenable personnel.

## **7. Term.**

This Agreement commences on the Effective Date and continues for the duration of the initial term agreed upon by the parties as set forth in a Tenable Invoice, or until it is terminated according to the terms of this Agreement.

## **8. Your Obligations.**

You must provide current, accurate information in all submissions made in connection with the Services, including registration information and the location of the networks to be scanned. Tenable may, in its sole discretion, prohibit or suspend access of certain users. You agree to safeguard and maintain the confidentiality of all user names and passwords. You further agree to use Your best efforts to ensure that no unauthorized parties have access to the Services through Your account, and You will promptly notify Tenable of any unauthorized access of which You are aware. You are responsible for all use of the Services through Your account and for compliance with this Agreement; any breach by You or any user using the Services through Your account shall be deemed to have been made by You. If You gain access through the Services to any information for which You are not authorized, You must immediately destroy such information and any copies. If You provide Tenable with any comments, suggestions, or other feedback regarding the Services, You agree to assign and hereby do assign to Tenable all right, title and interest in and to such feedback.

## **9. Restrictions on Use.**

(a) You may not do any of the following: (i) request or perform scans of networks and Devices for

which You do not have the express authority to do so; (ii) request Services that will constitute any attack, hack, crack, or any other unauthorized access, malicious usage or unlawful activity; (iii) use the Services in such a way as to create an unreasonable load on Tenable systems or the Devices to which You have directed the Services to interact; (iv) rent, sell, lease, redistribute, transfer, or otherwise allow a third party to use the Services; (v) use the Services to access or reveal any personal information; (vi) sublicense, or in any other way attempt to grant or transfer to a third party, any of the rights granted to You in this Agreement; or (vii) impersonate or in any way misrepresent Your affiliation or authority to act on behalf of any entity. If You request scanning (intentionally or not) of a third party network, You agree to be fully responsible for any damages attributable to such scanning, and You further agree that Tenable may provide all relevant information to the target of such scanning as well as lawful authorities if they pursue an inquiry into such scanning, and such disclosure shall not be considered a breach of confidentiality.

(b) Except as expressly allowed herein or permitted by applicable law; You may not directly or indirectly: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Software; (ii) reproduce, modify, translate or create derivative works of all or any part of the Software; or (iii) remove, alter or obscure any proprietary notice, labels, or marks on the Software.

(c) You may not use the Services if You: (i) are, or work for, a competitor of Tenable; (ii) have been convicted of any computer or Internet-related crime within the last five (5) years; or (iii) are located in or are a national of a place where applicable law prohibits the use of the Services or where U.S. law does not permit Tenable to perform the Services (e.g., Cuba, Iran, North Korea, Sudan, Syria).

(d) Notwithstanding the foregoing, and subject to all other terms of this Agreement, You may permit a third party (a "Third Party") to (a) use the Services to perform security services for Your business, or (b) administer the Services, each provided that: (i) any such Third Party use or administration is for Your sole benefit of and on Your behalf; (ii) You acknowledge that You shall be legally responsible for the Third Party's use of the Services including without limitation any obligations arising from such use and any breach by the Third Party of the terms and conditions of this Agreement, including Section 10 (Confidentiality; Privacy); and (iii) if You elect to add a Third Party to Your account, only the Third Party will be permitted to contact Tenable Support (i.e., You may not contact Tenable Support directly during such time as the Third Party is providing services pursuant to this Section

9(d)). Upon sixty (60) days' notice, Tenable shall have the right to withdraw its consent to the use of any Third Party in its reasonable discretion.

## **10. Confidentiality; Privacy.**

(a) Confidential Information will remain the property of the Disclosing Party, and the Receiving Party will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

(b) "Confidential Information" shall not include information that (a) is already known to the Receiving Party or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the Receiving Party or its affiliates; (c) is received by the Receiving Party from a third party without any restriction or confidentiality; (d) is independently developed by the Receiving Party or its affiliates without reference to the disclosing party's Confidential Information; (e) is disclosed to third parties by the Disclosing Party without any obligation of confidentiality; or (f) the Disclosing Party designates in writing as not confidential.

(c) The Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence, affording the Disclosing Party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the Receiving Party normally uses to protect its own information of a similar character, but in no event less than reasonable care. Tenable may share Confidential Information with its affiliates or authorized contractors in the performance of the Services.

(d) If the Receiving Party or any of its partners, officers, directors, employees or agents is requested or required in a legal proceeding or pursuant to legal process to disclose any Confidential Information, then the Receiving Party will use all reasonable efforts to notify the Disclosing Party promptly so that the Disclosing Party may seek any appropriate protective order and/or take any other action to prevent or limit such disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the judgment of its counsel, compelled to disclose such Confidential Information, the Receiving Party shall use all reasonable efforts to inform the Disclosing Party as far in advance of such disclosure as practicable and will furnish only that portion of the Confidential Information disclosure of which is legally required. The Receiving Party acknowledges and agrees that the breach of any term, covenant or provision of this Agreement may cause irreparable harm to the

Disclosing Party and, accordingly, upon the breach by the Receiving Party of any term, covenant or provision of this Agreement, the Disclosing Party shall be entitled to injunctive relief, together with any other remedy available at law or in equity.

(e) The Receiving Party will notify the Disclosing Party promptly of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. If You provide personal information to Tenable hereunder and You notify Tenable in writing that You have done so, Tenable agrees to use commercially reasonable efforts to protect its security.

(f) Tenable will not delete Your scan data hosted by the Services less than twelve (12) months after the scans are run; however, You acknowledge that Tenable may be obligated to maintain copies of certain of Your scans for a longer period of time for compliance purposes.

## **11. Warranty; Disclaimer.**

(a) Tenable warrants that the Services and Software will provide in all material respects the functionality described in Tenable's Documentation applicable to the Services purchased by You. Your sole and exclusive remedy in the event Tenable breaches this warranty shall be for Tenable to use commercially reasonable efforts to modify the Services to provide in all material respects the functionality described in Tenable's Documentation and, if Tenable is unable to restore such functionality within sixty (60) days, You shall be entitled to terminate the Agreement and receive a pro-rata refund of any prepaid subscription fees for Your use of the nonconforming Services for the terminated portion of the term. Tenable shall have no obligation with respect to a warranty claim unless You notify Tenable of such claim within thirty (30) days of the date the underlying condition first arose, and such notice must be sent in accordance with Section 22. The warranties set forth in this Section are made to You and for Your benefit only. All warranties shall only apply if the applicable Service has been utilized in accordance with this Agreement and the Documentation.

(b) EXCEPT AS EXPRESSLY STATED IN SECTION 11(a), TENABLE MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU

UNDERSTAND THAT ASSESSING NETWORK SECURITY IS A COMPLEX PROCEDURE, AND TENABLE DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF YOUR SECURITY FLAWS, AND YOU AGREE NOT TO RELY SOLELY ON SUCH SERVICES IN DEVELOPING YOUR SECURITY STRATEGY. TENABLE MAKES NO GUARANTEE THAT A SUCCESSFUL COMPLETION OF A TENABLE PCI SCAN WILL MAKE YOU COMPLIANT WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. YOU ACKNOWLEDGE THAT THE SERVICES MAY RESULT IN LOSS OF SERVICE OR OTHER IMPACT TO NETWORKS OR COMPUTERS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES RELATING TO SUCH LOSS OR IMPACT.

## **12. Limitation of Liability.**

IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) TENABLE WILL BE LIABLE ONLY FOR THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE FOR THE NONCONFORMING SERVICES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

## **13. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SERVICES, AND FOR ANY RELIANCE THEREON.

#### **14. Intellectual Property Infringement Indemnification.**

(a) Tenable shall, at its sole cost and expense, defend (or at its option, settle) and indemnify You and Your subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all finally awarded third party claims brought against You based upon a claim that Your use of the Services in accordance with this Agreement infringes such third party's United States patent issued as of the Effective Date, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action, provided that You (i) provide Tenable prompt notice of such action or claim; (ii) give Tenable the right to control and direct the investigation, defense, and/or settlement of such action or claim; and (iii) reasonably cooperate.

(b) If Your use of the Services is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) modify or replace the Services as necessary to avoid infringement, provided that the replacement services will be substantially functionally similar; (ii) procure for You the right to continue using the Services; or (iii) terminate this Agreement and provide a pro rata refund to You of prepaid subscription fees applicable to the terminated portion of the term.

(c) Tenable has no liability with respect to patent, copyright or trademark infringement or trade secret misappropriation described in Section 14(a) arising out of: (i) modifications of the Services made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Services in combination with other services, software or equipment if such combination or other software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Services made available by Tenable; or (iv) Your use of the Services in a manner not permitted by this Agreement. Except as expressly stated in this Section 14, Tenable does not indemnify You against any claims made against You by others as a result of Your use of the Services.

(d) This Section 14 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **15. Indemnification.**

You agree to indemnify, defend and hold harmless Tenable, its officers, directors, employees, agents, suppliers, licensors, affiliates, and other related parties from and against all costs, expenses (including

reasonable attorneys' fees), losses, liabilities and damages arising out of or related to: (i) any violation of Your obligations under Section 9 of this Agreement; (ii) Your use of Services, except to the extent that the damages arise from the Services' material failure to comply with the Documentation; or (iii) Your use or application of the information obtained from the Services.

#### **16. Your Payment Obligations.**

You agree to pay all amounts due or incurred by You, as specified in any Tenable Invoice or any other invoice or ecommerce transaction provided by Tenable or its reseller in consideration for Your use of the Services. Fees are charged for access to the Services and/or Software, not actual usage. Unless otherwise agreed to in writing or as detailed in a signed Statement of Work, payment for Professional Services is due within thirty (30) days from the Order Date. You agree to pay for actual travel and living expenses for Professional Services where Tenable is conducting on-site work. Payment for travel and living expenses is due thirty (30) days from the date You receive a Tenable Invoice. You agree to pay directly or reimburse Tenable or its reseller for any taxes (including, sales or excise taxes, value added taxes, gross receipt taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, imposed on or arising out of this Agreement or Your use of the Services. Notwithstanding the foregoing, Tenable will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. You agree to pay Tenable or its reseller without deducting any present or future taxes, withholdings or other charges except those deductions it is legally required to make. If You are legally required to make any deductions or withholding, You agree to provide evidence of such withholding upon request. You agree to pay any interest and penalties imposed by any taxing authorities to the extent such interest and penalties are applicable to taxes not paid at Your request or as a result of reliance by Tenable on Your representations. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, You will obtain such certificate or document.

#### **17. Legal Compliance; Restricted Rights.**

The Services are provided solely for lawful purposes and use. You agree to perform Your obligations in a manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations, codes and other types of government authority (including those governing unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity

and those identifying and requiring permits, licenses, approvals, and other consents) (“Laws”). If a charge is made that You are not complying with any such Laws, You will promptly notify Tenable of such charges in writing. Without limiting the foregoing, You agree to comply with all U.S. computer security laws, including, without limitation, the Computer Fraud and Abuse Act (“CFAA”), 18 USC Sec. 1030. You also agree to comply with all U.S. export laws (including the International Traffic in Arms Regulation (“ITAR”), 22 CFR 120-130, and the Export Administration Regulation (“EAR”), 15 CFR Parts 730 *et seq.*) and applicable export Laws of Your locality (if You are not in the United States), to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law or without first obtaining all required authorizations or licenses. You agree that You will be the exporter of record any time You cause the Services to be accessed outside the United States or by a national of any country other than the United States. You will, at Your sole cost and expense, obtain and maintain in effect all permits, licenses, approvals and other consents related to Your obligations under this Agreement. You agree, at Your expense, to comply with all foreign exchange and other Laws applicable to You. The Software (1) was developed solely at private expense, (2) contains “restricted computer software” submitted with restricted rights in accordance with FAR 52.227-19 Commercial Computer Software–Restricted Rights (June 1987) sections (a) through (d) and its successors, and (3) in all respects is proprietary data belonging to Tenable, its affiliates or their licensors or suppliers. For Department of Defense units, the Software is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. The parties further agree to comply with sanctions administered by the Department of Treasury’s Office of Foreign Assets Control (“OFAC”) and shall not engage in prohibited trade to persons or entities on the Specially Designated Nationals (“SDN”) list.

#### **18. Termination.**

You may terminate this Agreement at any time by stopping use of the Services and providing notice in writing to Tenable; provided, however, such termination shall not relieve You of any payment obligations incurred up to the date of termination. Tenable may terminate this Agreement and Your access to the Services upon thirty (30) days’ notice if You fail to materially comply with any term or condition of this Agreement. Immediately after the expiration or termination of this Agreement, You shall remove any copies of the Software and, upon Tenable’s request, You shall certify to Tenable in writing that through

Your best efforts and to the best of Your knowledge all such materials have been returned to Tenable and removed from host computers on which Software resided. Notwithstanding the foregoing, Tenable may terminate this Agreement immediately upon notice if You breach Sections 8, 9 or 10.

#### **19. Governing Law.**

This Agreement shall be governed in all respects by the laws of the State of Maryland, USA, without regard to choice-of-law rules or principles. No aspect or provision of the Uniform Computer Information Transactions Act, as implemented under Maryland law, shall apply to this Agreement. You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **20. Dispute Resolution.**

You and Tenable submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the parties waive all right to a jury trial with respect to any issues in any action or proceeding arising out of or related to this Agreement.

#### **21. Modification of Terms.**

The terms of this Agreement will remain in effect during the term specified in Section 7 above. Upon any renewal of the Services, the terms then in effect (available for review at [http://static.tenable.com/prod\\_docs/tenable\\_slas.html](http://static.tenable.com/prod_docs/tenable_slas.html) or a successor location) will come into effect and govern the term of such renewal. You agree that Your use of the Services at the time of such renewal will be deemed full and adequate acceptance of the updated terms.

#### **22. Notices.**

Any notices or other communication to Tenable pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier. All notices to Tenable must be sent to the address described in this Agreement to the attention of the Legal Department (unless otherwise specified by Tenable). All notices to You may be sent to the physical address referenced in this Agreement or otherwise provided to Tenable, or the email address You provided during registration.

### **23. Assignment.**

You may not assign or otherwise transfer this Agreement without Tenable's prior written consent, which will not be unreasonably withheld.

### **24. General.**

This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. No purchase order shall modify, supersede, or become part of this Agreement, or otherwise contractually bind Tenable. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties. You agree that Tenable may use Your name or logo in a customer list. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties, and any payment date or delivery date shall be extended to the extent of any delay resulting from any force majeure event. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. "Including" and its derivatives (such as "include" and "includes") mean including without limitation; this term is as defined, whether or not capitalized in this Agreement.

### **25. Language.**

The language of this Agreement is English and all invoices and other documents given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will

be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The parties have expressly agreed that all invoices and related documents be drafted in English.

### **26. Third Parties.**

This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any law to enforce any term of this Agreement.

### **27. Government Entities.**

(a) If You are prohibited by law, regulation, or relevant attorney general opinion from (collectively, "Restrictions"), the following sections shall be modified to the extent necessary to allow You to comply with such Restrictions:

(b) Section 4 (Not For Resale License) shall be deleted in its entirety and You may not be granted a license on a Not For Resale basis.

(c) Section 10 (Confidentiality; Privacy) may be amended to comply with any public records statute with which You are bound to comply.

(d) Section 15 (Indemnification) may be deleted in its entirety.

(e) Section 19 (Governing Law) may be modified to remove reference to a specific jurisdiction's laws, but the parties' agreement to reject from application the Uniform Computer Information Transactions Act, and the U.N. Convention on Contracts for the International Sale of Goods, shall remain.

(f) Section 20 (Dispute Resolution) may be modified to remove (i) reference to venue in a specific jurisdiction, and/or (ii) the waiver of a jury trial.

**ADDENDUM A**  
**TENABLE NETWORK SECURITY IRELAND LIMITED**

If Your Agreement is with Tenable Network Security Ireland Limited, the following terms are provided in lieu of and replace their corresponding sections in the main body of the Agreement.

**11. Warranty; Disclaimer.**

(a) Tenable warrants that the Services will provide in all material respects the functionality described in Tenable's Documentation applicable to the Services purchased by You. Your sole and exclusive remedy in the event Tenable breaches this warranty shall be for Tenable to use commercially reasonable efforts to modify the Services to provide in all material respects the functionality described in Tenable's Documentation and, if Tenable is unable to restore such functionality within sixty (60) days, You shall be entitled to terminate the Agreement and receive a pro-rata refund of any prepaid subscription fees for Your use of the nonconforming Services for the terminated portion of the term. Tenable shall have no obligation with respect to a warranty claim unless You notify Tenable of such claim within thirty (30) days of the date the underlying condition first arose, and such notice must be sent in accordance with Section 22. The warranties set forth in this Section are made to You and for Your benefit only. All warranties shall only apply if the applicable Service has been utilized in accordance with this Agreement and the Documentation.

(b) EXCEPT AS EXPRESSLY STATED IN SECTION 11(a) AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENABLE DOES NOT MAKE ANY WARRANTY NOR GRANT ANY CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES, CONDITIONS OR TERMS ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE OR OTHERWISE, OTHER THAN THOSE WARRANTIES AND CONDITIONS WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND THAT ASSESSING NETWORK SECURITY IS A COMPLEX PROCEDURE, AND TENABLE DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF YOUR SECURITY FLAWS, AND YOU AGREE NOT TO RELY SOLELY ON SUCH SERVICES IN DEVELOPING YOUR SECURITY STRATEGY. TENABLE MAKES NO GUARANTEE THAT A SUCCESSFUL COMPLETION OF A TENABLE PCI SCAN WILL MAKE YOU COMPLIANT WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. YOU ACKNOWLEDGE THAT THE SERVICES MAY RESULT IN LOSS OF SERVICE OR OTHER IMPACT TO NETWORKS OR COMPUTERS, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES RELATING TO SUCH LOSS OR IMPACT.

**12. Limitation of Liability.**

SUBJECT TO SECTION 13, IF YOU SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM TENABLE (WHETHER FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) TENABLE'S LIABILITY IS LIMITED UP TO THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES YOU PAID TO TENABLE FOR THE NONCONFORMING SERVICES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

**13. Exclusion of Other Damages.**

UNDER NO CIRCUMSTANCES WILL TENABLE BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE FOR ANY:

(A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES;  
OR

(B) LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY, PROPERTY DAMAGE, LOSS OR REVENUE, LOSS OF BUSINESS OR LOST SAVINGS (IN EACH CASE DIRECT OR INDIRECT)

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER OR NOT TENABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE SERVICES, AND FOR ANY RELIANCE THEREON.

NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY:

- (I) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE;
- (II) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (III) FOR ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

#### **14. Intellectual Property Infringement Indemnification.**

(a) Subject to Section 12, Tenable will defend and/or settle all third party claims, actions and lawsuits asserting that Your use of the Services in accordance with this Agreement infringes an intellectual property right in Ireland and/or the United States, provided that: (i) You shall provide Tenable with prompt written notice of any claim or lawsuit; (ii) Tenable shall have sole control of the defense and all negotiations for settlement or compromise thereof; (iii) You shall reasonably cooperate in the defense of such claim or lawsuit (at Tenable's cost); and (iv) Tenable shall only pay infringement claim defense costs, Tenable-negotiated settlement amounts, and/or damages finally awarded against You by a court of competent jurisdiction.

(b) If Your use of the Services is, or in Tenable's opinion is likely to be, the subject of an infringement claim, or if required by settlement, Tenable may, in its sole discretion and expense, (i) substitute for the Services substantially functionally similar non-infringing software; (ii) procure for You the right to continue using the Services; or (iii) terminate this Agreement, accept return of the Services and refund to You a pro rata amount of the Fees based on the time remaining in the term.

(c) Tenable has no liability with respect to intellectual property right infringement or misappropriation described in Section 14(a) arising out of: (i) modifications made to Your order or specification, or not made by Tenable or any party under its control; (ii) Your use of the Services in combination with other services, software or equipment if such combination or other services, software or equipment gives rise to the infringement; (iii) Your failure to use any new or corrected versions of the Services (or any portion thereof) made available by Tenable; or (iv) Your use of the Software in a manner not permitted by this Agreement.

(d) This Section 14 sets forth Tenable's sole liability and Your sole and exclusive remedy with respect to any claim of intellectual property infringement.

#### **19. Governing Law.**

This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland.

You expressly agree with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### **20. Dispute Resolution.**

All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010.

Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

All provisions of the Agreement other than those explicitly changed by this Addendum shall remain in full force and effect.

## Service Level Commitment for Cloud Services

Tenable commits to provide 99.95% average uptime with respect to the Cloud Services during each calendar month of the subscription term. Uptime means the ability to log into the Cloud Services user interface, or via Single Sign-On (excluding Customer's issues), or authenticate to the APIs. Uptime is measured by the third party monitoring service contracted by Tenable and displayed on uptime.tenable.com. If in any calendar month this uptime commitment is not met by Tenable and Customer was negatively impacted (i.e., attempted to log into or access the Cloud Services and failed due to the unscheduled downtime of the Cloud Services), Tenable shall provide, as the sole and exclusive remedy for unavailability or performance degradation of the specific Tenable Cloud Services, a service credit as follows:

<u>Uptime</u>	<u>Credit (% of monthly fees)</u>
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99.95% - 100%	0
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<99.95%	10%
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If Customer has paid in advance for one or more years of the Cloud Services, monthly fees will be calculated on a pro rata basis. Credits will only be applied to future upgrades or renewals of the specific Tenable Cloud Service affected and for the avoidance of doubt may not be exchanged for cash or other forms of payment.

### Regular, Scheduled and Unscheduled Maintenance

Regular maintenance recurs and is typically scheduled when overall customer usage is light across Tenable's customer base. Regular maintenance also includes the daily plugin updates.

Scheduled maintenance (including emergency maintenance) is non-recurring and is performed after at least two (2) hours' advance notice is provided to customers.

Tenable endeavors to avoid downtime during regular and scheduled maintenance, but this is not always possible. To the extent downtime results from regular or scheduled maintenance, such downtime will not count against the uptime guarantee.

Tenable reserves the right in its sole discretion to take the Cloud Services down to perform unscheduled maintenance. Unscheduled maintenance will occur where less than two (2) hours' advance notice is provided. In the event that unscheduled maintenance is required, Tenable will use commercially reasonable efforts to notify Customer in advance, however that may not always be feasible. Such unscheduled maintenance will be counted against the uptime guarantee.

### Exclusions

The following items or situations are exempt from Tenable's Service Level Commitment: (i) software or services other than that provided by Tenable; (ii) regular and scheduled maintenance, as described above; (iii) factors outside Tenable's control, including but not limited to any force majeure events, failures, acts or omissions of our upstream providers or failures of the Internet; (iv) actions of third parties, including but not limited to security compromises, denial of service attacks and viruses provided Tenable makes reasonable efforts to keep its software and systems up to date; (v) violations of Customer's agreement allowing access to the Cloud Services; (vi) any evaluation or beta product; or (vii) law enforcement activity or other requests by lawful authorities.

**Credit Request**

In order to receive a credit under this Service Level Commitment, Customer must request it by emailing Tenable at [credits@tenable.com](mailto:credits@tenable.com), within five days of the end of the applicable month. If Customer is past due or in default with respect to any payment or any material contractual obligations to Tenable, Customer is not eligible for any credit under this Service Level Commitment.

**Changes**

This Service Level Commitment may be amended by Tenable in its discretion but only after providing thirty (30) days' advance notice. Tenable may provide such notice either as a note on the screen presented upon logging in to the Cloud Services, or by email to the email address registered with Customer's account.

Last Update: January 31, 2017

Applicable to the following Cloud Services: Tenable.io

# Tenable Technical Support Plans

In order to receive technical assistance, a support plan is required for all Tenable software deployments. Customers that have licensed the software through subscriptions, or perpetual customers that have an active maintenance contract, will receive the applicable technical support services described below during the term of their respective agreements.

	Nessus Pro	Standard	Premium	Premium for Federal
Support Hours	24x7x365	24x7x365	24x7x365	24x7x365
Response Time Objective	24 hr	P1-Critical: < 2 hr P2-High: < 4 hr P3-Normal: < 12 hr P4-Low: < 24 hr	P1-Critical: < 1 hr P2-High: < 2 hr P3-Normal: < 12 hr P4-Low: < 24 hr	P1-Critical: < 1 hr P2-High: < 2 hr P3-Normal: < 12 hr P4-Low: < 24 hr
Email Support	Yes	Yes	Yes	Yes
Portal Support	Yes	Yes	Yes	Yes
Chat Support	Yes	Yes	Yes	Yes
Phone Support	-	Yes	Yes	Yes
US Based Crit-Sit Support	-	-	-	Yes
Technical Support Account Manager	-	-	Yes	Yes
Quarterly Reporting Review	-	-	Yes	Yes
Quarterly System Tune-Up	-	-	Yes	Yes
Monthly Case Review	-	-	Yes	Yes
Upgrade Planning	-	-	Yes	Yes
Automatic Issue Escalation	-	-	Yes	Yes

The Standard Support plan is included with the subscription or purchase of Nessus Manager, Nessus Cloud, SecurityCenter and SecurityCenter Continuous View. Both the Standard Support plan and the Nessus Pro Support plan may be upgraded to the Premium Support plan for an additional fee. US Federal Agencies, or any business, requiring 24x7x365 US based support for Critical issues may upgrade to the Premium for Federal Support plan.

## Definitions

EOL	End of Life. When a version of the software is EOL, it will no longer download any updates and Tenable will no longer provide patches. Support is not available for software that has reached End of Life. A version of the software will be EOL no sooner than two (2) years after the first generally available (GA) release in that major version family. For example, if the first version of SecurityCenter 6.x was released January 1, 2015, then all versions of SecurityCenter 6.x will be EOL no sooner than January 1, 2017.
EOS	End of Sale. When a version of the software is EOS, the software is generally retired and it is expected that a customer will start using a newer version. EOS software may continue to download content updates and security patches, but no new features will be added. Critical defects for EOS software will be addressed at Tenable's discretion. A version of software will be EOS no sooner than eighteen (18) months after the first generally available (GA) release in that major version family. For example, if the first version of SecurityCenter 6.x was released January 1, 2015, then all versions of SecurityCenter 6.x will be EOL no sooner than July 1, 2016.
Error(s)	A failure of the software to conform to the Tenable published documentation and specifications governing said software at the time the order was sent to Tenable; where such failure impacts operational performance, functional performance or ability to license.
Fixes	Correction of Error(s) in order for the software to continue performing functionally in the manner for which it was licensed and any and all improvements that related to performance but do not provide new features or functionality for the software. Fixes will be incorporated into new versions of the software. Tenable does not commit to backport Fixes to current versions of the software.
GA	Generally Available. A version of the software is GA when Tenable customers can generally download it or license it.
Response Time	Amount of time between the initial reporting of an issue, and the first response by a technical support engineer.

## Issue Severity

Response time is prioritized based on the issue severity. Critical and High severity issues must be opened via Phone or Chat in order for Response Time Objectives to apply.

Critical	An Error has caused a catastrophic failure of the software that has rendered the entire system unusable.
High	An Error that substantially degrades the performance of the software or materially restricts the use of the software.
Normal	An Error in the form of a bug or administrative issue is preventing a non-critical software function from working.
Low	An Error that causes superficial impact on the use of the software. Also, questions related to use and features of the software.

## Standard Support Plan Features

### Email Support

All named contacts with a valid support contract may open a support case by sending an email to [support@tenable.com](mailto:support@tenable.com). All cases opened via email will receive a case priority of "Normal".

### Support Portal

All named contacts with a valid support contract may open a support case by logging into the Tenable support portal. The support portal contains the Knowledge Base, documentation, and license information as well as the list of available phone numbers (for customers with phone support) and a button to initiate a live chat session. The primary support contact may also add/remove support contacts using the portal.

### Chat Support

Chat support is available to customers with Standard or Premium Support plans 24 hours a day, 365 days a year. The chat feature is available once a named contact has logged into the support portal.

## Phone Support

Phone support is available to named support contacts with Standard or Premium Support plans 24 hours a day, 365 days a year. Phone numbers are listed in the support portal.

## Support Contacts

Support contacts must be reasonably proficient in the use of information technology, the software they have purchased from Tenable, and familiar with the customer resources that are monitored by means of the software. Support contacts must speak English and conduct support requests in English. Support contacts must provide information reasonably requested by Tenable for the purpose of reproducing any Error or otherwise resolving a support request.

## Premium Support Plan Features:

### Direct Access to a Technical Support Account Manager (TSAM)

The TSAM is a senior member of the Tenable Technical Support staff and is highly trained in Tenable products. Customers may designate up to 5 contacts who will have direct access to the TSAM, bypassing Level 1 support team. Access to the TSAM is available 9am - 5pm Monday through Friday Eastern US time, excluding Tenable holidays. Regular support channels are always available outside of the TSAMs business hours. Regular support channels are also available to other members of the customer's organization should more than 5 support contacts be required.

### Quarterly Reporting Review

Once per quarter, the TSAM will perform a comprehensive review of existing reports to ensure that these still align with the customer's vulnerability management strategy.

### Quarterly System Tune Up

On a quarterly basis the TSAM will perform a complete review of a customer's deployment, interactively going through the customer's deployment via a remote session to ensure that it is both functioning correctly and in alignment with the customer's business needs. If the customer's goals or needs have changed, reasonable efforts will be made to adjust the customer's deployment. If large scale changes are required, the TSAM will provide a comprehensive plan to optimize success.

## Monthly Case Review and Analysis

At the beginning of each month, the customer will receive a summary report of the prior month's cases. The report will facilitate a dialogue on product issues, Tenable support performance, training opportunities for customers, and other topics related to a more efficient handling of future issues.

## Upgrade Planning and Assistance

While most upgrades can be performed without any assistance from Tenable Technical Support, the TSAM should be engaged prior to any upgrades. The TSAM will review the customer's upgrade plan to ensure the process happens smoothly with minimal or no disruption in service. Upon request, and with sufficient notice, the TSAM can be available to work through the upgrade process with the customer interactively (via remote support session).

## Automatic Issue Escalation

If at any time a customer is unsatisfied with the support Tenable is providing, the customer may request to speak with a manager as a means of escalation. Premium Support customers receive the added benefit of automatic case escalation to ensure the Tenable management team has the appropriate level of visibility into customer impacting issues. Case escalation will occur according to the schedule below. Days are counted from the time in which a case is opened.

<b>Notification To</b>	<b>Critical</b>	<b>High</b>
Support Manager	At case creation	Next Business Day
Director of Support	1 Business Day	3 Business Days
VP Customer Advocacy	2 Business Days	5 Business Days

# Premium Technical Support for Federal Agencies with Support for Critical Issues

The Premium Technical Support for Federal Agencies plan is designed for US Federal Agencies that require support from a location within the United States, and by US Citizens. The Federal Support plan shares all the features of the Premium Support Plan with one exception: a US Citizen, located within the US will respond to all Critical severity issues even when the issues is raised outside of US based support hours.

## US Based Support for Critical Issues 24x7x365

Normal support hours for the US based support team are 7am - 8pm, Monday through Friday, Eastern time. All cases opened during these hours will be addressed by a US Citizen operating from inside the USA.

Support for Critical severity issues (System Down) outside of normal US support hours is available for customers enrolled in this program.

The Critical severity issue must be reported by calling the support line at which time an US based support agent will be paged and the call will be returned to start the troubleshooting process.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25306-0130

State of West Virginia  
 Request for Quotation  
 21 - Info Technology

Proc Folder: 401652

Doc Description: Addendum #1 Enterprise Vulnerability Management System (EVMS)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2018-01-22	2018-01-25 13:30:00	CRFQ 0210 ISC1800000007	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Name, Address and Telephone Number:**

Tenable, Inc.  
 7021 Columbia Gateway Drive, Suite 500  
 Columbia, MD 21046

Contact: Stan Sharrow, ssharrow@tenable.com, 412-527-2193

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Barbara Anschuetz* FEIN # 03-0486428 DATE 1/23/2018

All offers subject to all terms and conditions contained in this solicitation

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** CREQ.0210.ISC 1800000007

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tenable, Inc.

Company

Brian Ausch

Authorized Signature

1/23/2018

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

**Application is made for 5% vendor preference for the reason checked:**  
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Tenable, Inc.

Signed: *Brian Amodeo*

Date: 1/23/2018

Title: VP Finance & Accounting

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Tenable, Inc.

Authorized Signature: *Brian Ausch* Date: 1/23/2018

State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 3<sup>rd</sup> day of January, 2018.

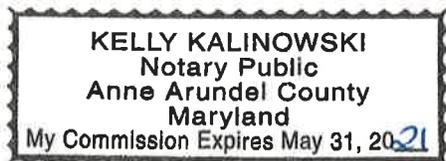
My Commission expires 5/31, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Kelly K*

*Purchasing Affidavit (Revised 07/07/2017)*



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304) 558-0664; fax: (304) 558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Tenable, Inc. Address: 7021 Columbia Gateway Drive  
Suite 500

Authorized Agent: \_\_\_\_\_ Address: Columbia, MD 20146

Contract Number: CRFQ 0210 ISC1800000007 Contract Description: EVM

Governmental agency awarding contract: State of West Virginia, Info Technology Department

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if neces sary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Barron Anschutz Date Signed: 1/23/2018

**Notary Verification**

State of Maryland, County of Howard:

I, J. Barron Anschutz, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 23<sup>rd</sup> day of January, 2018.

Kelly Kalinowski  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

KELLY KALINOWSKI  
Notary Public  
Anne Arundel County  
Maryland  
My Commission Expires May 31, 2021

Revised October 7, 2017