

## BitSight for Microsoft Sentinel Connector Terms of Service

THANK YOU FOR CHOOSING THE ACCOMPANYING APPLICATION OR INTEGRATION (TOGETHER WITH ITS DOCUMENTATION, (THE "CONNECTOR"). THESE TERMS ARE THE LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, THE INDIVIDUAL PERSON ACCEPTING THIS AGREEMENT OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT ("YOU" OR "YOUR"), AND BITSIGHT TECHNOLOGIES, INC. ("VENDOR"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO VENDOR THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE CONNECTOR.

VENDOR IS ONLY WILLING TO PROVIDE THE CONNECTOR TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT EITHER BY: (A) REPRODUCING OR USING THE CONNECTOR; (B) CLICKING THE "I ACCEPT" OR "ADD" OR OTHER SIMILAR ICON WHEN YOU DOWNLOAD THE CONNECTOR; OR (C) OTHERWISE ELECTRONICALLY INDICATING ACCEPTANCE. IF YOU ARE UNWILLING OR UNAUTHORIZED TO ACCEPT THIS AGREEMENT, DO NOT ACCESS OR USE THE CONNECTOR.

THE CONNECTOR IS SOLELY INTENDED AND PROVIDED FOR USE WITH MICROSOFT SENTINEL PLATFORM AND SERVICES (COLLECTIVELY, "PLATFORM") PROVIDED BY MICROSOFT CORPORATION OR ITS AFFILIATES ("PLATFORM PROVIDER"). PLATFORM PROVIDER IS NOT RESPONSIBLE FOR (AND WILL HAVE NO LIABILITY TO YOU IN CONNECTION WITH) THE CONNECTOR OR THIS AGREEMENT.

- 1. Ownership.** The Connector is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in the Connector, and all copies of the Connector however made, are the exclusive property of Vendor and its licensors. All rights in and to the Connector not expressly granted to You in this Agreement are reserved by Vendor. There are no implied licenses under this Agreement.
- 2. Subscription.** Once you agree to these terms and download the Connector, the Connector will be enabled for Your own internal use, during the Term (defined below), through a single authorized instance of the Platform. No license is granted to You under this Agreement to use or access the Platform. Access to the Platform must be separately purchased from Platform Provider. You are not entitled to delivery of a copy of the Connector apart from its deployment on Your single authorized instance of the Platform. For the avoidance of doubt, this Agreement is limited to Your use of the Connector, while Your access to and use of the Vendor products, services and the data set forth therein are subject to the terms and conditions set forth in the following link: <https://service.bitsighttech.com/accounts/tos/> ("Vendor Terms").
- 3. Platform Provider-Provided Data.** You acknowledge that by accessing the Connector, Vendor may automatically receive access to certain of the data that you include in your instance of the Platform ("Your Data"). By accessing or using the Connector, You hereby grant Vendor the right to access and use Your Data in connection with the Connector, the Platform and in Vendor products and services (including as part of or to improve Vendor's products and services) and such use will be subject to the Vendor Terms and Vendor's Privacy Policy found here: <https://www.bitsight.com/privacy-policy>.
- 4. Restrictions on Use.** You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the Connector, except that You may configure and customize the Connector solely to the extent that it is possible to do so using the features and functionalities of the Platform in their ordinary and intended manner; (b) merge or otherwise integrate the Connector with external components or other software except for components of the Platform; (c) sublicense, lease, rent, loan, assign or otherwise transfer the Connector or any license hereunder to any third-party; (d) host, upload, use or access the Connector via a time sharing, service bureau, virtualization, hosting or other remote access arrangement, except for Your single authorized instance of the Platform as hosted by Platform Provider; (e) reverse engineer, decompile or disassemble the Connector or otherwise attempt to derive the source code of the Connector except and only to the limited extent that we provide such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of Vendor or its suppliers on, in or displayed by the Connector; (g) reproduce or use the Connector except as expressly authorized under Section 2 (without limiting the foregoing, You may not use the Connector apart from the Platform); or (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by Vendor to control access to or use of the Connector.
- 5. Fees and Payment.** If Vendor decides to charge a subscription fee for the Connector, information regarding the subscription will be made available to you in the Platform or otherwise.
- 6. Disclaimer of Warranty.** THE CONNECTOR (INCLUDING ANY DATA PROVIDED IN CONNECTION THEREWITH) IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. VENDOR EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE CONNECTOR IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE CONNECTOR. TO THE EXTENT THAT VENDOR MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
- 7. Limitation of Liability.** EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL VENDOR, PLATFORM PROVIDER, OR ANY OF THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE CONNECTOR, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL

THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF VENDOR (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND THE CONNECTOR, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF US\$5.00 OR THE AMOUNT OF SUBSCRIPTION FEES (IF ANY) THAT YOU PAID TO VENDOR FOR USE THE CONNECTOR GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE TERMS OF THIS PARAGRAPH REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PLATFORM PROVIDER NOR VENDOR WILL HAVE ANY LIABILITY TO YOU, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO THE CONNECTOR. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

8. **Term and Termination.** The term of Agreement (“Term”) will commence upon Your acceptance and will remain in effect for one (1) year; thereafter the Term shall automatically renew for successive one (1) year periods. You may terminate this Agreement at any time and for any reason by giving written notice to Vendor. Vendor may terminate this Agreement, effective immediately upon written notice to You for any reason. Upon expiration or termination of this Agreement, Your rights to use or access the Connector terminate, and the Connector must be removed from Your instance of the Platform. Sections 1, 2, 3, 4, 7, 8, 9, 10 and 11 will survive expiration or termination of this Agreement for any reason.
9. **Feedback.** During the course of this Agreement, You may provide Vendor with input regarding the Connector, which may include, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Connector (hereafter “Feedback”). All Feedback provided is done so on a voluntary basis. You grant Vendor a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to Vendor’s licensees and customers, under all relevant intellectual property rights, to use, publish, and disclose such Feedback and to display, perform, copy, make, have made, use, or sell such Feedback. Except for the license granted herein to use Feedback provided by You, Vendor acquires no title or interest in any pre-existing or independently developed data, information, or intellectual property of Yours provided pursuant to this Agreement.
10. **General Provisions.**
  - 10.1. **Choice of Law and Venue.** This Agreement will be governed by the laws of the State of Massachusetts without giving effect to any choice of law principles that would require the Connector of the laws of a different country or state. Any legal action between You and Vendor arising out of this Agreement or Your use of the Connector must be instituted exclusively in the federal or state courts located in Boston, Massachusetts, and You consent to jurisdiction and venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.
  - 10.2. **Compliance with Laws.** You will comply with all applicable export and import control laws and regulations in Your use of the Connector and, in particular, You will not export or re-export the Connector without all required government licenses. Regardless of any disclosure made to Vendor of an ultimate destination of the Connector and accompanying technical documentation, You acknowledge that all such materials are being released or transferred to You in the United States and may be subject to U.S. export control laws and regulations including regulations of the U.S. Bureau of Industry and Security. You will defend, indemnify, and hold harmless Vendor and its licensors, suppliers and resellers (including Platform Provider) from and against any violation of such laws or regulations by You.
  - 10.3. **U.S. Government Rights.** To the extent You are an entity of the United States federal government and to the extent any software is licensed hereunder, such software is “commercial computer software,” as that term is defined in Federal Acquisition Regulation (“FAR”) 2.101. In accordance with FAR 27.405-3, FAR 52.227-19, and/or Defense Federal Acquisition Regulation Supplement (“DFARS”) 227.7202-1, as applicable, any software or other products or services provided to the Government are provided in accordance with Vendor’s standard commercial license.
  - 10.4. **Relationship between the Parties.** The parties are independent contractors neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement. Platform Provider is an express third-party beneficiary of those provisions excluding or limiting its warranties and liabilities to You.
  - 10.5. **Assignment.** You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement (including Your licenses with respect to the Connector) to any third-party without Vendor’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Vendor may freely assign its rights or delegate its obligations under this Agreement.
  - 10.6. **Language.** This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.
  - 10.7. **Remedies.** Except as otherwise provided herein, the parties’ rights and remedies under this Agreement are cumulative. You acknowledge that the Connector contains valuable trade secrets and proprietary information of Vendor and its suppliers, that any actual or threatened breach of this Agreement by You will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.
  - 10.8. **Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
  - 10.9. **Severability.** If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted

by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.10. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by You to Vendor or Platform Provider will not be effective to alter the terms of this Agreement.