

eSentire Threat Intelligence License Terms

Updated August 12, 2024

BY INDICATING YOUR ACCEPTANCE OF THESE LICENSE TERMS (THESE “**TERMS**”) OR ACCESSING OR USING THE OFFERING (AS DEFINED BELOW), YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE OFFERING. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING THE OFFERING AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP, OR SIMILAR ENTITY, YOU MUST BE AUTHORIZED TO SIGN FOR, AND LEGALLY BIND, SUCH ENTITY IN ORDER TO ACCEPT THESE TERMS. ACCORDINGLY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THESE TERMS ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

1. Overview

eSentire Threat Intelligence (the “**Offering**”) is the provision by eSentire, Inc. (“**eSentire**”) to the end user customer identified in an online order processed in AWS Marketplace (“**Customer**”) of access to eSentire’s cloud portal (the “**Insight Portal**”) by which Customer will access and use an Application Programming Interface (“**API**”) feed which includes cyber threat intelligence data curated by eSentire (the “**Feed**”).

The Feed includes data developed by eSentire that Customer may ingest into Customer’s security tools such as a threat intelligence platform, firewall, email server, or endpoint detection and response service, to enhance such tools with high value and up-to-date indicators of compromise (“**IOCs**”). eSentire offers IOC data, available via the Feed, in Structured Threat Information Expression (“**STIX**”) format for multiple, correlated IOCs. Via the Insight Portal, Customer will be able to access the Feed and related documentation. Customer has the ability to access the Feed via API endpoint. The Feed will include (as applicable):

- “IP address” - A unique numerical label assigned to each device connected to a computer network.
- “Domain name” - A human-readable web address used to access websites on the internet and used to identify one or more IP addresses.
- “URL” - A reference or address used to access resources on the internet, consisting of a protocol (like HTTP or HTTPS), a domain name, and optionally a path and other components.
- “Email address” - A unique identifier for an email box to which messages can be sent. It is typically composed of a local part and a domain part, separated by the “@” symbol.
- “JA3 fingerprint” - Digital fingerprints of SSL/TLS client applications, based on specific parameters in the SSL/TLS handshake process.
- “File hash” - A unique alphanumeric code generated from the binary content of a malicious file using a hash function like MD5 or SHA-256.

The Offering is provided for the exclusive use of Customer and may not be shared or redistributed. This is inclusive of the authorization token and the content contained within the Feed accessed using the token.

eSentire proactively monitors the Feed for token expiration and automatically notifies Customer 90 Days prior to token expiration by way of Customer's Insight Portal dashboard, and by email. Abuse of the Feed is monitored. eSentire employs rigorous security protocols to shield the Feed, inclusive of providing API tokens. The unique security credentials used are to authenticate and authorize access to the Feed. Tokens are set to expire 30 days following expiry of Customer's subscription term.

2. Access to the Offering

Customer may use the Offering only for business purposes and only within the range of Customer's normal business activities, on a non-exclusive basis, solely in strict compliance with these Terms, the documentation that accompanies the Offering and made available via Customer's Insight Portal ("**Documentation**"), and all applicable laws, including without limitation, export and data privacy laws and regulations. eSentire provides an API key to Customer to enable Customer to access and ingest the Feed.

The API key shall be kept confidential. The Customer, or any person given access to the Offering by Customer, shall not authorize any third party to access or use the Offering, unless and to the extent eSentire Cloud has provided mechanisms within the Offering that clearly allows such use. eSentire will not be liable for any loss or damage arising from any unauthorized access to or use of the Offering. Customer is responsible for informing anyone who uses the Offering for or on behalf of Customer of the obligations set forth in these Terms. Customer is obligated to notify eSentire immediately of any known or suspected unauthorized use of the Offering.

3. Deployment, Configuration and Tuning

Customer is responsible for downloading, integrating, and configuring the Feed into its security tools and other systems not managed by eSentire. This includes scripting or middleware development for automation purposes or manual efforts to consume the threat intelligence data. Customer is also responsible for ensuring its integration with the Feed is resilient to interruptions by implementing error handling, retry mechanisms, and backups as necessary.

4. Customer Contact

Customer will provide a nominated individual's name and email address in the AWS Marketplace online order. That individual becomes Customer's Primary Contact and initial Insight Portal access is made available to that individual only. The Primary Contact can add additional Insight Portal users if needed.

5. Technical Support and Availability

Technical support for the Offering is available 8am-6pm EST, Monday-Friday excluding Canadian statutory holidays. eSentire does not guarantee uninterrupted or error-free access to the Offering. eSentire is not liable for any damages due to service interruptions. The Offering may be occasionally offline for maintenance.

6. Fair Use Policy

eSentire does not charge separately for network traffic costs incurred as a result of using the Offering and assigns API keys with a daily quota that allows access to the Feed but prevents negative impact on the Feed resulting from excessive use. eSentire reserves the right to suspend access to the Offering should network traffic exceeds such fair use quota, in which case the Offering may return an error indicating that the quota is reached. The next day the quota is reset, and Feed becomes available with the same daily limit.

7. Acceptable Use Policy

This provision (“AUP”) sets out the rules governing Customer’s use of the Offering. If eSentire suspects that Customer is in breach of this AUP, eSentire may suspend Customer’s access to the Offering without notice. A suspension caused by Customer’s non-compliance with this AUP or other provisions set out in these Terms does not affect Customer’s obligation to pay for the Offering. Customer is not entitled to any credits for any period of suspension. Customer shall not use the Offering to harm others or the Offering.

Customer shall not, and shall not assist or encourage any third party to:

- use the Offering to harm, threaten, or harass another person, organization, or eSentire;
- use the Offering to attempt to build a similar product or service offering;
- use the Offering in any manner or for any purpose other than as expressly permitted by these Terms;
- access or use the Offering in any way intended to avoid incurring proper fees or exceed user limits or quotas;
- use the Offering to engage in any unlawful or fraudulent activity;
- use the Offering in connection with or operation of facilities, systems, devices, or in other situations in which the failure of the Offering could lead to death, personal injury, or catastrophic physical property and/or environmental damage;
- sell, lend, rent, resell, lease, sublicense, share or otherwise transfer any of the rights granted to the Customer with respect to the Offering to any third party;
- modify, alter, tamper with, repair or otherwise create derivative works of the Offering;
- use or attempt to use any unauthorized means to modify, reroute, or gain access to the Offering;
- damage, disable, or impair the Offering;
- reverse engineer, disassemble, or decompile any software used to access the Offering;
- access or attempt to access eSentire’s other accounts, computer systems, or networks not covered by these Terms;
- cause inordinate burden on the Offering or eSentire’s system resources or capacity; or
- remove, obscure, or alter any proprietary rights notices pertaining to the Offering.

eSentire reserves the right, in its sole discretion, to determine whether and what action to take in response to breach of this AUP, and any action or inaction in a particular instance will not dictate or limit eSentire’s response to a future breach.

8. Updates

eSentire reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates, or enhancements to the Offering at any time. eSentire may add or remove functionality or

features of the Offering. If eSentire at any time plans to undertake a larger system update that causes unavailability of the Offering of more than 4 hours, Customer will be notified in advance.

9. Intellectual Property Rights

All intellectual property rights in and to the Offering (including, for certainty and without limitation, the Documentation, user interfaces, logos, trademarks, product or service names) belong solely to eSentire or eSentire's licensors, as the case may be. These Terms and the provision of the Offering do not grant Customer any rights in or to the Offering, save and except to the extent explicitly set forth in these Terms.

10. Confidentiality

In accessing and using the Offering, Customer will receive information disclosed by eSentire that is not deemed public information, that is marked "confidential" or "proprietary" or similar designation, or which Customer knows or ought reasonably to know is regarded by eSentire as such ("**Confidential Information**"). For the avoidance of doubt, Confidential Information does not include any information that Customer can demonstrate: (a) was known to it prior to its disclosure hereunder by eSentire; (b) is or becomes known publicly through no wrongful act of Customer; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by Customer; or (e) has been approved for release by eSentire's prior written authorization.

Customer:

- will not, directly, or indirectly, use or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by eSentire;
- will use, disclose, and reproduce Confidential Information only to the extent necessary to fulfill Customer's obligations or exercise its rights under these Terms;
- will use reasonable efforts to treat Confidential Information with at least the same degree of care Customer exercises in protecting its own confidential information and, in any event, with no less than a reasonable standard of care;
- will promptly comply with requests made by eSentire to delete Confidential Information when such Confidential Information is no longer needed by Customer to perform its obligations hereunder;
- will disclose the Confidential Information only to those of its representatives, professional advisors, subcontractors and affiliates ("**Representatives**") who have a need to know such Confidential Information for the purposes of fulfilling Customer's obligations or exercising its rights under these Terms. Customer is responsible to ensure that any Representative is aware of the confidentiality obligations in these Terms; in all cases, Customer will be responsible for (a) any loss or theft of or unauthorized access to Confidential Information resulting from disclosure to Representatives, or (b) violation of applicable legal requirements relating to Confidential Information by any Representative; and
- will be entitled to disclose Confidential Information if such disclosure is required (i) by a court, administrative or regulatory body (including a stock exchange) of competent jurisdiction, or (ii) pursuant to an investigation initiated by a regulatory body, other governmental authority or pursuant to court order, provided that Customer will:

- give prompt written notice of any such requirement for disclosure to eSentire so that eSentire may seek a protective order or other appropriate remedy or response;
- take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
- in any event, make such disclosure only to the extent so legally required.

11. Disclaimer

ESENTIRE PROVIDES THE OFFERING “AS-IS” AND “AS AVAILABLE”. ESENTIRE SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE TO THE EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT, DUE TO THE NATURE OF THE INTERNET AND ITS CONTENT, ESENTIRE DOES NOT WARRANT THE ACCURACY OR COMPREHENSIVENESS OF THE FEED.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ESENTIRE’S LIABILITY TO CUSTOMER FOR ANY LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, DEFICIENCIES, COSTS OR EXPENSES, INCLUDING THE REASONABLE FEES AND REASONABLE EXPENSES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER EXPERTS AND PROFESSIONAL ADVISERS (COLLECTIVELY, “**LOSS**”), ARISING FROM OR RELATING TO THESE TERMS OR THE PROVISION OF THE OFFERING WILL NOT EXCEED TEN THOUSAND UNITED STATES DOLLARS (USD \$10,000). REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, VIOLATION OF ANY REQUIREMENTS OF LAW, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT), ESENTIRE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (EVEN IF ESENTIRE HAS BEEN ADVISED OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD REASONABLY HAVE FORESEEN SAME), INCLUDING LOST BUSINESS REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PROFITS OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS.

13. Indemnification

eSentire will defend or settle, indemnify and hold Customer and its affiliates, subsidiaries, officers, directors, employees, agents and assigns harmless from and against any third party claim, suit or proceeding, and pay any damages awarded in a final judgment against Customer, based on a claim that any component of the Offering infringes any U.S. copyright, patent right, trademark or similar proprietary right of any third party (a “**Third Party IP Claim**”). eSentire will also pay reasonable attorneys’ fees and expenses incurred in connection with such defense or settlement. Notwithstanding the foregoing, eSentire will have no indemnity obligation or liability hereunder to Customer for any Third Party IP Claim which is due in whole or in part, directly or indirectly, to: (i) modification by Customer or any third party on Customer’s behalf or direction of the Offering or associated technology; or (ii) combination of the Offering with software or data not provided by eSentire where such infringement would not exist but for such combination; or (iii) any willful misconduct or fraudulent action of Customer or any third party acting on Customer’s behalf or

direction. For greater certainty, eSentire will not settle any Third Party IP Claim in a manner that attributes liability to Customer without Customer's written consent (which consent will not unreasonably be withheld). In the event that the Offering are held to or believed by eSentire to infringe any third party U.S. copyright or patent right, eSentire will have the option to: (x) replace or modify the Offering to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Customer the right to continue using the Offering; or (z) if both (x) and (y) are not reasonably practicable, terminate this Agreement on written notice to eSentire and refund to Customer the pro rata portion of fees paid to eSentire for the Offering not provided by eSentire after the date eSentire received notice of the Third Party IP Claim. eSentire will not have any obligation to indemnify Customer hereunder with respect to any claim that any third-party "open source" or "shareware" software incorporated into the Offering infringes any third-party U.S. copyright, patent, or similar proprietary right. ESENTIRE WILL HAVE NO OBLIGATION TO CUSTOMER IF ANY ALLEGED THIRD PARTY IP CLAIM IS BASED UPON THE USE OF THE OFFERING FOR A PURPOSE FOR WHICH THE OFFERING WAS NOT INTENDED OR UPON USE OF ANYTHING OTHER THAN THE MOST CURRENT VERSION OF THE OFFERING.

14. Termination

eSentire may terminate the agreement with Customer for the provision of the Offering with immediate effect if the Customer is in material breach of these Terms or any other terms and conditions applicable to the use of the Offering. If such agreement is terminated for breach, Customer shall not be entitled to any reimbursements. eSentire may terminate such agreement for convenience by 30 days' prior written notice to Customer. If eSentire so terminates the agreement for convenience, Customer shall be entitled to a refund of the pro rata portion of fees paid to eSentire for the Offering for the time period following termination.

15. Assignment

Customer will not assign the Offering or these Terms without the prior written consent of eSentire. Notwithstanding the foregoing, Customer may assign the Offering and these Terms without such consent in connection with the transfer or sale of all or substantially all of its stock, assets or business. Customer will give eSentire written notice of any such permitted Assignment within 30 days after the closing date of such transfer or sale. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must (i) agree in writing to be bound by these Terms and (ii) demonstrate to eSentire's reasonable satisfaction that it possesses the financial ability to perform Customer's obligations hereunder.

16. Governing Law, Disputes, Modifications

These Terms will be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provisions. Any action seeking legal or equitable relief arising out of or relating to these Terms will be brought only in the courts of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. Any changes to these Terms, or any additional or different terms in Customer's purchase orders, acknowledgments or other documents will have no effect and will not supersede these Terms. Any modifications or amendments to these Terms must be in writing and signed by both parties.