

MAIN SUBSCRIPTION TERMS AND CONDITIONS

Last Updated: August 1, 2024

THESE MAIN SUBSCRIPTION TERMS AND CONDITIONS (TOGETHER WITH THE ADDITIONAL TERMS OF ANY ORDER, THE “**AGREEMENT**”) ARE MADE BETWEEN YOU, AS AN INDIVIDUAL, COMPANY, CORPORATION, OR OTHER ENTITY (“**CUSTOMER**”) AND BITSIGHT TECHNOLOGIES, INC. (“**BITSIGHT**”) ON THE DATE OF ACCEPTANCE (THE “**EFFECTIVE DATE**”). “**CUSTOMER**” MAY ALSO INCLUDE A VENDOR OF A CUSTOMER REQUESTING INFORMATION VIA THE BITSIGHT SERVICES WHO ACCEPTS THESE TERMS AND CONDITIONS. YOU ACCEPT THIS AGREEMENT BY USING THE BITSIGHT SERVICES OR OTHERWISE ACKNOWLEDGING YOUR ACCEPTANCE (FOR EXAMPLE, BY CLICKING THE “**ACCEPT**” BUTTON OR SIGNING AN ORDER REFERRING TO THESE TERMS). IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A CUSTOMER ENTITY AS DESCRIBED ABOVE, YOU AND SUCH ENTITY REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND THE TERMS “**YOU**” OR “**YOUR**” AND “**CUSTOMER**” WILL REFER TO SUCH ENTITY. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION OF YOUR ACCESS TO THE BITSIGHT SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE BITSIGHT SERVICES. FOR ADDITIONAL INFORMATION ON OUR PRODUCTS AND SERVICES IN RELATION TO HOW THESE TERMS AND CONDITIONS HAVE BEEN DRAFTED PLEASE REVIEW BITSIGHT’S MAIN SUBSCRIPTION TERMS AND CONDITIONS FAQ (LOCATED AT [HTTPS://WWW.BITSIGHT.COM/BITSIGHT-TECHNOLOGIES-MAIN-SUBSCRIPTION-TERMS-AND-CONDITIONS-FREQUENTLY-ASKED-QUESTIONS](https://www.bitsight.com/bitsight-technologies-main-subscription-terms-and-conditions-frequently-asked-questions)).

BACKGROUND

Bitsight provides services relating to the assessment and management of the information security risk of organizations, including provision of Bitsight Data (defined below) and proprietary methodologies and technology (together, the “**Bitsight Services**”). Customer desires to receive the Bitsight Services set forth in a quotation or an order form provided by Bitsight (the “**Order**”) and Bitsight agrees to provide the Bitsight Services subject to the terms and conditions described in this Agreement. Bitsight and Customer are each referred to herein as a “**Party**” and together as the “**Parties.**” In consideration of the foregoing and the mutual covenants and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1 – SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, Bitsight hereby grants to Customer the nonexclusive and nontransferable right to access and use the Bitsight Services during the Term (as defined in Section 5.1).

1.2 Use Rights.

(a) Internal Use. The Bitsight Services may be used for Customer’s internal business purposes to (i) reproduce and store the information and data contained in the Bitsight Services (the “**Bitsight Data**”) made available to and accessed by Customer for analysis, manipulation, report preparation, or other lawful purposes; and (ii) provide and distribute to Users (defined below) for use in the ordinary course of Customer’s business, reports, presentations and other materials that incorporate, use or display the Bitsight Data of rated organizations or derivations therefrom.

(b) External Use. The Bitsight Services may be used externally by Customer to (i) share with any third party, including publicly, any Bitsight Data that relates exclusively to the Customer and Customer’s Bitsight-provided

industry sector rating; and (ii) share the Bitsight Data that relates exclusively to a rated organization with such organization via functionality provided in the Bitsight Service for the purpose of initiating or maintaining a business relationship so long as such rated organization is a current or prospective vendor/service provider, regulator, insured, or affiliate (including any portfolio companies or potential acquisition or investment targets) of Customer.

(c) **Third-Party Services.** Bitsight may also make available as part of the Bitsight Services certain data, services or integrations originating from external third parties (“**Third-Party Services**”), which may require that Customer accept separate or additional terms imposed by such third parties prior to access.

The use rights provided herein are granted to “**Users**” of Customer, which shall mean individuals who are authorized by Customer to use the Bitsight Services and who have been supplied user identifications and passwords either by one of Customer's administrative users or Bitsight (at Customer's request), subject at all times to Section 7.17. Users may be Customer's employees, agents, contractors or consultants, as long as the Bitsight Services are being used for the sole benefit of the Customer and that such Users are subject to confidentiality obligations no less restrictive than those in this Agreement. The Bitsight Services permit administrative Users to set access levels on a User-by-User basis to ensure that each User has the desired level of access to the Bitsight Data.

1.3 Restrictions. Customer will not, and will not permit any third party or any Users to, use the Bitsight Services or the Bitsight Data except as expressly permitted in this Agreement or via an Order. Specifically, Customer will not: (i) provide or make the Bitsight Services or Bitsight Data available to any third party, either for free or for consideration; (ii) remove or alter any copyright, trademark or other notices included in the Bitsight Services or the Bitsight Data; (iii) publish or disclose any competitive benchmarking tests or analysis; (iv) use the Bitsight Services or Bitsight Data to intentionally defame, disparage, malign or impugn any third party; (v) use the Bitsight Services to engage in unauthorized access to any third party's network or systems or to disrupt the security, integrity or performance of the same; (vi) use the Bitsight Services or Bitsight Data to initiate or support any litigation or arbitration against any third party, except as expressly permitted by Section 6.2; (vii) intentionally or recklessly interfere with or disrupt the security, integrity or performance of the Bitsight Services or Bitsight Data, including abuse of Bitsight's Application Programming Interface; (viii) attempt to gain unauthorized access to the Bitsight Services, Bitsight Data or related systems or networks; (ix) access or use the Bitsight Services or Bitsight Data or any documentation in order to build or provide a competitive product or service or to share such information for the purpose of generating security product or services revenue; (x) attempt to reverse engineer or decompile the Bitsight Services; (xi) use the Bitsight Services in connection with any document related to the offering of securities (for example, a prospectus or “road show” deck); or (xii) use the Bitsight Service or Bitsight Data for purposes of training an artificial intelligence or large learning model solution.

SECTION 2 — FEES AND PAYMENT

2.1 Fees. Unless the Customer is using the Bitsight Services in connection with a free access program or Customer has purchased the Bitsight Services via an authorized partner or reseller, Customer will pay the fees (the “**Fees**”) set forth in the applicable Order. Except as otherwise specified herein or in an Order, payment obligations to Bitsight are non-cancelable and fees paid are non-refundable.

2.2 Taxes. Customer will be responsible for all sales, use and other similar taxes resulting from Customer's purchase or use of the Bitsight Services, other than taxes based on Bitsight's income or revenues, unless Customer has otherwise provided Bitsight with valid proof of Customer's tax-exempt status. Customer will not withhold any taxes from any amounts due to Bitsight.

2.3 Payment Terms. Customer will pay in full the amounts set forth in any Order within the timeframe stipulated on the Order following invoice receipt. Unless otherwise agreed to in writing by Bitsight (including in an Order), (i) all payments will be made by bank wire transfer in accordance with Bitsight's instructions or by

check drawn on a United States (“U.S.”) bank, and (ii) all payments will be free from all setoffs and made in the currency set forth in the applicable Order.

SECTION 3 — REPRESENTATIONS, WARRANTIES AND COVENANTS; INTELLECTUAL PROPERTY INDEMNIFICATION

3.1 Representations, Warranties, and Covenants.

(a) Each Party hereby represents, warrants and covenants to the other that: (i) it has and will have full right, power and authority to enter into and perform this Agreement and all of the transactions contemplated by this Agreement; (ii) no consent, approval, permit or order of any governmental authority or other entity is required in connection with the execution, delivery and performance of this Agreement by such Party; and (iii) it will comply with all applicable laws and regulations in the provision of the Bitsight Services and the use and access of the Bitsight Services, respectively.

(b) Customer further represents, warrants and covenants that: (i) it shall not intentionally provide account or other information (such as Annotations defined in Section 7.4) to Bitsight that it knows are or would be inaccurate in any material respect, and it will make reasonable efforts to keep such information accurate during the Term; and (ii) it has all necessary consents and permissions to provide any information it uploads in the Bitsight Services or otherwise supplies to Bitsight in connection with the Bitsight Services.

(c) Bitsight further represents and warrants that: (i) it has and will take reasonable steps and measures to prevent viruses or other malicious code from infiltrating the Bitsight Services; and (ii) the Bitsight Services shall substantially conform to Bitsight’s Documentation during the Term. **“Documentation”** means any published information regarding the Bitsight Services that Bitsight makes generally available to its customers, excluding sales and marketing materials. In the event that Bitsight breaches Section 3.1(c)(ii), then Bitsight shall, as Customer’s sole remedy, either: (1) replace or modify the Bitsight Services so that they meet the standards set forth herein; or (2) terminate Customer’s right to use the Bitsight Services and/or terminate this Agreement, in whole or in part, as appropriate, upon written notice to Customer and refund Customer (or authorized partner or reseller if the initial payment was made by such partner or reseller) any prepaid but unearned fees on a pro rata basis attributable to the remainder of the term of Customer’s subscription for the applicable Bitsight Services.

3.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.1: BITSIGHT HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND IN RELATION TO THE BITSIGHT SERVICES AND THE BITSIGHT DATA (INCLUDING ANY RECOMMENDATIONS OR FORECASTS) AND ANY THIRD-PARTY SERVICES PROVIDED THEREWITH. THE BITSIGHT SERVICES AND BITSIGHT DATA DO NOT CONSTITUTE INVESTMENT OR FINANCIAL ADVICE, NOR RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES.

3.3 Intellectual Property Indemnification. Bitsight shall defend, at its own expense and with attorneys of its choosing, any legal action against Customer and its respective directors, officers, employees, and representatives, collectively (the **“Indemnified Parties”**) brought by a third party to the extent that the legal action is based upon a claim that the Bitsight Services or any part thereof infringe any intellectual property rights of a third party (the **“Claim”**). Bitsight will pay those costs and damages finally awarded to such third-party claimant in any such legal action, or in a settlement of such legal action, that are specifically attributable to the Claim.

The foregoing indemnification obligations are conditioned on Customer: (i) promptly giving Bitsight written notice of any such legal action; (ii) giving Bitsight sole control of the defense of any such claim and all related settlement negotiations; and (iii) assisting and fully cooperating in such defense, at Bitsight’s request and expense.

In the event that the Bitsight Services become, or in Bitsight’s opinion are likely to become the subject of an infringement claim, then Bitsight may, at its sole discretion and expense, either: (i) replace or modify the Bitsight

Services to render them non-infringing; (ii) procure for Customer the right to continue to use the allegedly infringing Bitsight Services; or (iii) terminate Customer's right to use the Bitsight Services and/or terminate this Agreement, in whole or in part, as appropriate, upon written notice to Customer and refund Customer (or authorized partner or reseller if the initial payment was made by such partner or reseller) any prepaid fees attributable to the remainder of the term of Customer's subscription to the applicable Bitsight Services. Customer will have the right to participate, at its expense, in the defense of any claim covered under this Section with counsel of its own choosing.

Notwithstanding the foregoing, Bitsight shall have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Bitsight Services not in accordance with this Agreement; any use of the Bitsight Services in combination with equipment, software, or data not supplied by Bitsight if such infringement would have been avoided but for the combination with other equipment, software or data; any modification of the Bitsight Services by any person other than Bitsight or as authorized by Bitsight in writing; or Customer's continued use of the allegedly infringing Bitsight Services after written notice to cease such use.

THIS SECTION STATES BITSIGHT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY BITSIGHT'S PRODUCTS, TECHNOLOGY, DATA OR SERVICES OR BY THEIR DISTRIBUTION, OPERATION, USE OR RECEIPT.

SECTION 4 – LIMITATION OF LIABILITY

4.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, SUPPLIERS, PARTNERS, RESELLERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, INSURERS OR CONTRACTORS (“**RELATED PARTIES**”) BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS OR DATA OR OTHER ECONOMIC LOSS) ARISING FROM ANY CAUSE OF ACTION OR LEGAL THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR FAILURE OF ESSENTIAL PURPOSE EVEN IF THE PARTY OR A RELATED PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.3, THE MAXIMUM LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WILL IN NO CIRCUMSTANCE EXCEED THE FEES PAID OR OWED TO BITSIGHT IN THE PAST TWELVE (12) MONTHS UNDER THIS AGREEMENT.

4.3 SECTIONS 4.1 AND 4.2 WILL NOT APPLY WITH RESPECT TO ANY CLAIMS BASED ON A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR BREACH OF ITS OBLIGATIONS UNDER SECTION 1.2 (USE RIGHTS), SECTION 1.3 (RESTRICTIONS), SECTION 3.3 (INTELLECTUAL PROPERTY INDEMNIFICATION), OR SECTION 6 (CONFIDENTIALITY), OR ANY OTHER CLAIMS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY LAW.

SECTION 5 – TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and will continue until all subscriptions hereunder have expired or have been terminated and access to the Bitsight Services has been terminated (including subscriptions under free access programs) (such period, the “**Term**”).

5.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order or as agreed between the Customer and the applicable authorized partner or reseller and once the

subscription terminates, access may be revoked. Except as otherwise specified in an Order, subscriptions purchased from Bitsight directly will automatically renew for additional periods equal to the expiring subscription term or one-year (whichever is longer) at then-current list prices, unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

5.3 Termination for Cause. Either Party may immediately terminate this Agreement and any active Orders upon written notice if the other Party: (a) fails to cure a material breach of this Agreement within thirty (30) calendar days after its receipt of written notice regarding such breach (if capable of cure); (b) becomes insolvent or commits an affirmative act of insolvency; (c) makes an assignment for the benefit of creditors or takes similar action; (d) files a voluntary bankruptcy or similar petition; (e) acquiesces to any involuntary bankruptcy or similar petition and such involuntary petition is not dismissed within ninety (90) days; or (f) is adjudicated bankrupt or to similar effect. If Customer terminates this Agreement for cause only, Bitsight will provide Customer with a pro rata refund of the pre-paid Fees actually paid to Bitsight, as of the effective date of termination. Bitsight may terminate Customer's access to the Bitsight Services under a free access program at any time and without cause.

5.4 Effects of Termination. All provisions of this Agreement that may reasonably be interpreted or construed as surviving termination of this Agreement will survive the termination of this Agreement, including but not limited to the obligation to pay any accrued but unpaid fees and Sections 3, 4, 5.4, 6 and 7. In addition, after the Term, access to the Bitsight Services may be revoked, but Customer may retain and store, in any medium (including, but not limited to, electronic storage) any reports that include any Bitsight Data that was properly acquired under this Agreement prior to expiration or termination of this Agreement, for use by Customer only as permitted in the Agreement. Upon Customer's request, Bitsight shall either return or destroy Customer's Confidential Information.

SECTION 6 – CONFIDENTIALITY

6.1 Confidential Information.

(a) **“Confidential Information”** means all information of either Party, whether of a technical, business or other nature (including, without limitation, pricing, commercial terms, trade secrets, know-how and information relating to the technology, strategic partners, customers, business plans, promotional and marketing activities, finances and other business affairs of such Party), that is disclosed by the disclosing Party to the receiving Party or that is otherwise learned by the receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of or services of, the disclosing Party, and that has been identified as being proprietary and/or confidential or that the receiving Party by the nature of the circumstances surrounding the disclosure or receipt ought to know should be treated as proprietary and confidential. For the avoidance of doubt: (i) Confidential Information of Customer consists of, but is not limited to, the list of organizations that Customer is monitoring, User information included in the administrative portal, and Customer Content (defined below); and (ii) Confidential Information of Bitsight includes, without limitation, the Bitsight Services and the Bitsight Data. Each Party will use reasonable care to hold the other Party's Confidential Information in confidence and will not disclose such Confidential Information to anyone other than to its employees, board members, legal counsel, affiliates, accountants, partners, contractors or consultants, as long as they need to know the information and who are subject to confidentiality obligations no less restrictive than those set forth herein. A Party that receives the other Party's Confidential Information will not use such information for any purpose other than as reasonably required to perform pursuant to this Agreement.

(b) **Customer Content.** Customer may provide Bitsight with non-public content regarding its vendor risk management program and cybersecurity risk profile (such as security artifacts) (together, **“Customer Content”**). Bitsight may disclose such Customer Content to other Bitsight customers utilizing the Bitsight Services, as authorized by Customer within the Bitsight Service. Customer hereby grants to Bitsight a worldwide, royalty-free, nonexclusive, transferable right and license to store, host and display any Customer Content within the Bitsight Services.

6.2 Exceptions. The definition of Confidential Information shall not include any information that the receiving Party can demonstrate through written documentation: (i) was already known to the receiving Party prior to its disclosure to the receiving Party; (ii) was or becomes known or generally available to the public (other than by act of the receiving Party); (iii) is disclosed or made available in writing to the receiving Party without an obligation of confidentiality by a third party having a bona fide right to do so; (iv) is independently developed by receiving Party without the use of any of the other Party's Confidential Information; or (v) in the case of Customer, Feedback or Annotations (as defined and further described in Section 7.4). In addition, either Party shall be permitted to disclose Confidential Information, as required to be disclosed to a regulator with competent jurisdiction over such Party or by compulsory process of law, provided that the receiving Party will notify the disclosing Party promptly upon any request or demand for such disclosure and shall cooperate with the disclosing Party to preclude or minimize any such disclosure.

6.3 Injunctive Relief. The Parties acknowledge that any breach of this Section 6 may cause immediate and irreparable injury to the non-breaching Party and that monetary damages may be inadequate compensation for such breach. In the event of such breach, the non-breaching Party will be entitled to seek injunctive relief, without the need to post bond, in addition to all other remedies available to it at law or in equity. This Section in no way limits the liability or damages that may be assessed against a Party breaching any of the provisions of this Section 6.

SECTION 7 — MISCELLANEOUS

7.1 Notices. Any notice or other communication under this Agreement given by any Party to any other Party will be in English, in writing and will be deemed properly given when sent to the intended recipient by U.S. or registered mail, certified letter, receipted commercial courier or e-mail transmission. Any such notices to Bitsight will be sent to 111 Huntington Avenue, Floor 4, Boston, MA 02199 with a copy sent to contracts@bitsight.com and any such notices to Customer shall be to the Customer email or other address set forth in the Order or to the email address of any then-current Customer administrative users. Either Party may change such address by giving the other Party notice in accordance with this Section.

7.2 Ownership Rights. The Bitsight Services, the Bitsight Data, the databases that store such Bitsight Data and the selection, arrangement, structure, organization, and underlying source code constitute valuable trade secrets of Bitsight and its licensors and suppliers. Except for the rights granted hereunder, all right, title and interest, including, but not limited to, all worldwide patent, copyright, trademark, trade secret and any other rights in and to the Bitsight Services, the Bitsight Data, Bitsight's Confidential Information and Bitsight's trademarks and service marks (including its logos) are retained by Bitsight and its licensors. Bitsight may derive aggregated and/or anonymized data from any use of or content provided within the Bitsight Services or Third-Party Services and Bitsight retains all right, title and interest in and to any such aggregated and/or anonymized data; for the avoidance of doubt, such data will not include Customer's Confidential Information, including Customer Content, or identify Customer. Except as otherwise provided herein, Customer hereby retains all right, title, and interest in its Confidential Information, which shall include Customer Content, User information, Customer's trademarks and service marks (including its logos).

7.3 Publicity. Unless the Customer is using the Bitsight Services in connection with a free access program, Customer agrees that Bitsight may include its name and logo on its website and in external customer lists and presentations that may be published as part of Bitsight's marketing and promotional efforts. Bitsight agrees to: (i) provide Customer with an opportunity to review all such advertising and promotional materials in advance of their publication; and (ii) remove Customer's name and/or logo from its marketing website and other marketing materials upon request at any time to contracts@bitsight.com.

7.4 Annotations and Feedback. A feature of the Bitsight Services allows Customer, at its option, to create or provide annotations (such as annotations marked “**public**” that explain aspects of its rating, or information that corrects or updates its rated IP addresses or domains), corrections, additional information, clarifications, and comments with respect to the internet protocol (IP) assets or associated events attributed to it by Bitsight (collectively, “**Annotations**”), and make these Annotations available for viewing by other users in the Bitsight

Services. Customer may also, at its option, provide suggestions for improvements, enhancements, new functionality or similar feedback (“**Feedback**”), which will be available to Bitsight or other third parties working with Bitsight. The Parties agree that any Annotations and/or Feedback will be given voluntarily, at Customer’s election, but to the extent provided, Customer hereby grants to Bitsight a worldwide, perpetual, irrevocable, nonexclusive, transferable, and royalty-free right and license to use such Annotations and/or Feedback in connection with the Bitsight Services and such license grant shall survive termination of this Agreement.

7.5 Applicable Law. This Agreement and any related claims or causes of action will be governed by, construed and enforced in accordance with the laws of the State of Delaware, (excluding its conflicts of laws principles). The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement. Any disputes arising from or relating to this Agreement will be resolved exclusively in the state or federal courts sitting in the State of Delaware.

7.6 Assignment. Except as otherwise permitted in this Agreement, neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party (which consent will not be unreasonably withheld), except that a Party may, without the written consent of the other Party hereto, assign its rights together with its obligations under this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all the assets of its business. Upon request, Customer shall provide and/or execute appropriate documentation to evidence the transfer of the relevant Bitsight account(s). Any assignment or delegation in contravention of this provision will be null and void. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

7.7 Non-Waiver. The failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement will not be construed as affecting any subsequent right to do so.

7.8 Relationship of the Parties. Bitsight is an independent contractor. The provisions of this Agreement will not be construed to establish any form of partnership, agency or other joint venture of any kind between Customer and Bitsight, nor to constitute either Party as the agent, employee or legal representative of the other.

7.9 Force Majeure. If the performance by a Party of any of its obligations under this Agreement (other than payment obligations) will be interfered with by reason of any circumstances beyond the reasonable control of that Party, including without limitation, fire, explosion, acts of God, epidemic, pandemic, outbreak of infectious disease, war, revolution, terrorism, civil commotion, unavailability of supplies, or sources of energy or telecommunications, power failure, breakdown of machinery, labor strikes, slowdowns, picketing or boycotts, or governmental/administrative restrictions on the importation or exportation of products, then that Party will be excused from such performance while such circumstances exist and such additional period as may be reasonably necessary to allow that Party to resume its performance. Notwithstanding anything to the contrary in this section, if Bitsight is unable to provide the Bitsight Services for more than thirty (30) days due to a force majeure event, Customer may terminate this Agreement upon immediate written notice to Bitsight and receive a pro-rata refund as of the effective date of termination.

7.10 Severability; Cumulative Remedies. Any provision of this Agreement that is unenforceable will not cause any other remaining provision to be ineffective or invalid. Except as expressly set forth herein, the rights and remedies of the Parties will not be exclusive and are in addition to any other rights or remedies of the Parties existing in law or in equity.

7.11 Modification of Agreement. Except as set forth herein, or as otherwise agreed to by Customer in an Order, no addition to or modification of this Agreement will be binding on either of the Parties unless reduced to a writing that expressly states that it constitutes an addition to or modification of this Agreement and is executed by an authorized representative of each of the Parties.

7.12 Entire Agreement. This Agreement comprises the entire understanding of the Parties with respect to its subject matter and supersedes all previous negotiations, proposals, understandings or agreements of any nature

whatsoever between the Parties concerning its subject matter. Each Party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any requirements, documents or terms and conditions that may be contained in any vendor portal, acknowledgement, purchase order, form, platform, click-wrap, or shrink-wrap that Customer provides are specifically null and void.

7.13 Third-Party Beneficiaries. To the extent Bitsight provides any Third-Party Services to Customer, such third-party service provider(s) are expressly made third-party beneficiaries of this Agreement. Other than in respect of such third-party service provider(s), nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person other than the Parties and their permitted successors or assigns.

7.14 Expenses. In the event a dispute between the Parties with respect to this Agreement must be resolved by litigation or other proceedings, the prevailing Party will be entitled to receive reimbursement for all associated reasonable costs and expenses (including, without limitation, attorneys' fees) from the other Party, including without limitation on appeal and in insolvency and any other legal proceeding.

7.15 International Use and Privacy. If Customer chooses to provide Personal Data (as defined in the DSA) in order to use the Bitsight Services, it acknowledges that such personal data may be accessed by or transferred to Bitsight in the U.S. and to its affiliates, service providers, consultants, partners and resellers that assist Bitsight in providing the Bitsight Services elsewhere in the world as more fully described in the Bitsight Privacy Policy (located at www.bitsight.com/privacy-policy and incorporated herein by reference). If Customer is subject to the General Data Protection Law ("GDPR"), California Privacy Rights Act as amended by the California Privacy Rights Act ("CCPA"), or other Applicable Data Protection Laws (as defined in the DSA), Customer agrees and acknowledges that Bitsight will process personal data under this Agreement in accordance with the Bitsight Data Sharing Agreement located at <https://www.bitsight.com/dsa> and incorporated herein by reference (the "DSA"). If providing Bitsight with personal data will subject Bitsight to data localization laws (e.g., require it to change where it hosts its products and services based on the location of Customer's Users), Customer will ensure that all Users use an email alias for account creation and will not provide Bitsight with any such personal data.

7.16 Use of Bitsight Logo. If Customer chooses to use the Bitsight logos in the form made available by Bitsight, either alone or with the Bitsight-provided industry sector rating (the "Bitsight Logo Data"), Customer: (a) will use the Bitsight Logo Data that relates exclusively to the Customer and Customer's Bitsight-provided industry sector rating solely to notify third parties of its Bitsight rating (including by publicly displaying such data on its websites) and all goodwill arising from the use of the Bitsight Logo Data will inure to Bitsight's benefit; and (b) will not: (i) alter the Bitsight Logo Data, including by removing any trademark notice or symbol; (ii) use the Bitsight Logo Data other than as expressly permitted or in any way that misrepresents the Bitsight Security Rating, is deceptive or misleading, or tarnishes or damages Bitsight or its trademarks (including the Bitsight Logo Data); or (iii) during the Term or thereafter, undertake any action that contests, challenges, infringes or impairs the validity, enforceability, scope of rights or title of Bitsight in any the Bitsight Logo Data or any mark that incorporates the Bitsight Logo Data. The right to use the Bitsight Logo Data is personal to Customer, non-exclusive, non-transferable, non-assignable (except as permitted in Section 7.6), non-sublicensable, and revocable by Bitsight at any time, and for any reason and, upon such revocation, Customer must immediately cease all use of the Bitsight Logo Data; provided, however, Customer may retain any reports in its possession which include the Bitsight Logo Data.

7.17 OFAC and Sanctions Compliance; Country Restrictions. The Parties agree to comply with the laws and regulations regarding the offering of unlawful or improper inducements (including the U.S. Foreign Corrupt Practices Act, as amended, and other anti-corruption and anti-bribery laws). Further, Customer warrants that it is not: (i) subject to any economic or financial sanctions administered by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC") or any other governmental authority having jurisdiction over the parties to this Agreement, that prohibits Bitsight from providing the Bitsight Services under this Agreement; (ii) directly or indirectly owned or controlled by any person(s) or companies, whether individually or in the aggregate, that are sanctioned pursuant to the foregoing restriction; (iii) subject to comprehensive geographic sanctions imposed by the U.S. Government, including but not limited to being organized or headquartered in or a governmental entity

of a country or territory subject to such sanctions (e.g., Cuba, North Korea, Iran, Syria, and the Crimea, Donetsk, and Luhansk regions in Ukraine); or (iv) located in Belarus, Russia, or Venezuela. Additionally, Customer warrants that it does not intend to and will not knowingly supply or use the Bitsight Services to or for the benefit of any of the foregoing. In addition to the foregoing, Bitsight Services are not available for commercial use in Mainland China. Bitsight may suspend access to the Bitsight Services if Customer violates any provisions of this Section 7.17.

7.18 Government Contracts. To the extent Customer is 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 Bitsight’s standard commercial license.

7.19 Insurance Program. Bitsight maintains an industry standard insurance program to help manage risk that contains terms no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 dollars in the aggregate; (b) Commercial Automobile Liability Insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$5,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance), which policy also includes cyber-liability insurance for financial losses arising from destruction or corruption of data, including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures, with minimum limits of US\$5,000,000.00; (e) Workers Compensation Insurance covering Bitsight employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial Crime Insurance including coverage for loss or damage resulting from theft committed by the Bitsight's employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$1,000,000. Upon request, Bitsight shall promptly furnish Customer with a certificate evidencing the coverages set forth above.

7.20 Service Levels. During the Term Bitsight shall adhere to the Service Level Agreement (located at: <https://www.bitsight.com/service-level-agreement> and incorporated herein by reference).

7.21 Security Information. During the Term Bitsight shall adhere to its Security Information Standards (located at: <https://www.bitsight.com/security-information-standards> and incorporated herein by reference).