



Pricing Proposal  
Quotation #: 18343942  
Created On: Jan-22-2020  
Valid Until: Aug-31-2020

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## Florida State Board of Administration

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### Shon Bynum

Phone: 850-413-1124  
Fax:  
Email: Shon.Bynum@sbafla.com

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## Inside Account Manager

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### Julian Paredes

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Julian\_Paredes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 BitSight Continuous Security Ratings: Subscription provides continuous monitoring for chosen organizations. Ratings and associated data are updated daily, providing access to historical data for the past year. BitSight Technologies, Inc. - Part#: BT-10001 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> 12 months	11	\$1,173.91	\$12,913.01
2 BitSight SPM Visibility: Visibility into your organization and 2 subsidiaries' digital footprint, cybersecurity issues and external reputation. Benchmark security performance against 5 organizations. Annual subscription and unused portion expires at the e BitSight Technologies, Inc. - Part#: BT-20017 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 <b>Note:</b> 12 months	1	\$20,543.48	\$20,543.48
Total			\$33,456.49

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## Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

## ADDENDUM ONE

### To the BitSight Technologies, Inc. Master Subscription Terms and Conditions

This amendment (the "Agreement") is entered into by and between BitSight Technologies, Inc. ("BitSight") and the State Board of Administration of Florida ("the SBA") as of October 6, 2020, with respect to the SBA's use of BitSight's products and services (collectively, the "Products"). BitSight and the SBA acknowledge and agree that, except as modified by this letter, the SBA's use of the Products is governed by BitSight's master subscription terms and conditions, currently available at <https://service.bitsighttech.com/accounts/tos/> (the "BitSight Terms"). All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning given in the BitSight Terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

The terms and conditions below shall apply to Customer's use of the Products and shall supersede any conflicting terms in the BitSight Terms.

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, may be prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA may also be prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to section **4. Liability** of the BitSight Terms to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in this agreement between the parties, BitSight acknowledges and agrees that the SBA, as an entity of the State of Florida, may be prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to section **3 Warranty** of the BitSight Terms to the fullest extent allowable and enforceable under Florida law.

3. Notwithstanding any provision in this agreement between the parties, BitSight acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. The SBA shall promptly notify BitSight at [contracts@bitsight.com](mailto:contracts@bitsight.com) in the event of a public records request such that BitSight will have the maximum notice possible of any request and BitSight will have an opportunity to review such disclosure prior to any disclosure by the SBA.

**4. IF BITSIGHT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA**  
**POST OFFICE BOX 13300**  
**TALLAHASSEE, FLORIDA 32317-3300**  
**(850) 488-4406**  
**SBAContracts\_DL@sbafla.com**

5. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. BitSight hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. BitSight hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. For the avoidance of doubt, any pricing quotes are not an addendum. BitSight hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes if it is determined or otherwise required by law or a court or authority of competent jurisdiction.


6. As an entity of the State of Florida the SBA does not consent to section 7.3 Publicity of the BitSight Terms and it is deleted as applied to the SBA.

7. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida (if applicable); (ii) of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

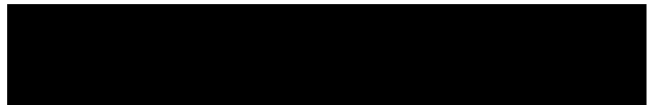
8. In the event of any conflict between the provisions of the BitSight Terms (and/or any other agreement between the parties) and the provisions of this Agreement, the provisions of this Agreement shall control. Except as set forth above, the BitSight Terms shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above:

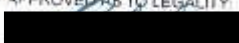
**BitSight Technologies, Inc.**

DocuSigned by:  
  
754ACF6A84834C4...  
Name: Theresa H. Roulic  
Title: VP Accounting & Operations  
Date: 10/7/2020

**State Board of Administration of  
Florida**



Ashbel C. Williams  
Executive Director & CIO  
October 6 , 2020

APPROVED AS TO LEGALITY:  
  
CRAIG A. MEYER  
ASSISTANT GENERAL COUNSEL

# MASTER SUBSCRIPTION TERMS AND CONDITIONS

Last Updated: July 24, 2020

BY USING THE BITSIGHT TECHNOLOGIES, INC. ("BITSIGHT") SERVICE(S) OR OTHERWISE ACKNOWLEDGING YOUR ACCEPTANCE OF THIS AGREEMENT, FOR EXAMPLE, BY CLICKING THE "ACCEPT" BUTTON OR SIGNING A QUOTATION REFERRING TO THESE TERMS, YOU (AS AN INDIVIDUAL, COMPANY, BUSINESS, CORPORATION, OR OTHER ENTITY, "CUSTOMER"), ACCEPT AND AGREE TO THESE SUBSCRIPTION TERMS AND CONDITIONS AND THE OTHER TERMS AND CONDITIONS OF ANY APPLICABLE ORDER (COLLECTIVELY WITH THESE TERMS AND CONDITIONS, THIS "AGREEMENT"). IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, BUSINESS, CORPORATION, OR OTHER ENTITY, YOU AND THE APPLICABLE COMPANY, BUSINESS, CORPORATION, OR OTHER ENTITY EACH REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" AND "CUSTOMER" WILL REFER TO SUCH ENTITY. YOU ACKNOWLEDGE THAT YOUR AGREEMENT TO 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 SERVICE. YOU MAY NOT ACCESS THE BITSIGHT SERVICE IF YOU ARE BITSIGHT'S DIRECT COMPETITOR, EXCEPT WITH BITSIGHT'S PRIOR WRITTEN CONSENT (I.E., OTHER THAN THROUGH THIS AGREEMENT).

## Background

BitSight has developed proprietary methodologies and technology for assessing information security risk of organizations (the "BitSight Technology"). Customer desires to purchase, access or subscribe to one or more of the BitSight services, including the BitSight Monitoring Services (the "BitSight Services") and BitSight accepts such engagement by Customer 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.** BitSight will provide the Customer with access to the BitSight monitoring services through either the BitSight customer portal or the BitSight application programming interface and may provide related customer support, customer success and enablement services (the "BitSight Monitoring Services") and any other BitSight Services set forth on an Order (defined below). BitSight may also make available as part of the BitSight Services certain third-party data, services or integrations ("Third-Party Services"), which may require separate or additional terms prior to access (e.g. governance risk and compliance (GRC), integrated risk management (IRM), third party assessment, security operations and various security point solution vendors).

**1.2 Use of 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 as follows: (i) access and use the BitSight Services solely for its internal business purposes; (ii) reproduce and store the information and data contained in the BitSight Services made available to and accessed by Customer (the "BitSight Data") in one or more databases in its custody or control for analysis, manipulation, report preparation, or other lawful purposes, in each case for the purposes described in the immediately foregoing clause; (iii) provide and distribute to Users internally 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; (iv) share any BitSight Data regarding and limited to the Customer with any third party, including publicly; and (v) share the BitSight Data regarding and limited 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. “Users” means individuals who are authorized by Customer to use the BitSight Services as permitted hereby and who have been supplied user identifications and passwords either by one of Customer's administrative users or BitSight (at Customer's request). Users may be Customer's employees, 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 set forth herein. 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. Customer agrees that it is responsible for maintaining the confidentiality and security of logins and passwords for the BitSight Services, for ensuring that the access levels are appropriately configured in the BitSight portal and for ensuring compliance with this Agreement, including Sections 1.2, 1.3 and 6 hereof, by any individuals or other users who it grants access to the BitSight Services.

**1.3 Restrictions.** The BitSight Services (including the BitSight Data) and the databases that store such BitSight Data and the selection, arrangement, structure, organization and source code of all of the foregoing constitute valuable trade secrets of BitSight and its licensors and suppliers. Notwithstanding anything in this Agreement to the contrary, Customer will not, and will not permit any third party or any Users to (i) except as expressly permitted by this Agreement, including Section 1.2, 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; (iii) use the BitSight Services except as expressly permitted in this Agreement; (iv) use the BitSight Services to publish or disclose any competitive benchmarking tests or analysis; (v) use the BitSight Services or BitSight Data in a manner that would violate applicable law, including, without limitation, using it to intentionally disparage, malign or impugn any third party, or to engage in or facilitate, whether on behalf of the Customer, the User, or any other person or entity, any transactions that are prohibited by the U.S. economic sanctions administered by the Office of Foreign Assets Control, U.S. Department of the Treasury or use it 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 any litigation or arbitration against any third party or to support any legal proceeding, arbitration or governmental investigation or proceeding; (vii) interfere with or disrupt the security, integrity or performance of the BitSight Services or BitSight Data; (viii) attempt to gain unauthorized access to the BitSight Services or its 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; or (x) attempt to reverse engineer or decompile the BitSight Services.

## **Section 2 — FEES AND PAYMENT**

**2.1 Fees.** Unless the Customer is using the BitSight Services in connection with an “enable access” program or other 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 a quotation or an order form provided by BitSight (the “Order”). Except as otherwise specified herein or in an Order, payment obligations to BitSight are non-cancelable and fees paid are non-refundable. Any refunds provided hereunder will be made to the entity that paid the applicable Fee to BitSight and, if applicable, Customer will look solely to the authorized partner or reseller to recover the same.

**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. 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 30 days of invoice receipt. Unless otherwise agreed to in writing by BitSight (including in an Order), (i) all payments hereunder will

be made by bank wire transfer in accordance with instructions as may be provided by BitSight from time to time or by check drawn on a U.S. bank, and (ii) all payments hereunder will be free from all setoffs and made in U.S. dollars. If BitSight does not receive timely payment hereunder, it shall be deemed a material breach hereunder.

### **Section 3 — REPRESENTATIONS, WARRANTIES AND COVENANTS**

**3.1 Representations, Warranties, and Covenants.** Each Party hereby represents, warrants and covenants to the other that: (a) 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; and (b) 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. Customer further represents, warrants and covenants that (x) all account and other information supplied by Customer is and will be accurate in all material respects and if there is any material change in such information during the Term, Customer will advise BitSight of such change in writing, and (y) Customer will comply with all applicable laws in accessing and using the 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, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, ERROR FREE OPERATION, NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS AND NON-INFRINGEMENT. THE BITSIGHT SERVICE AND THE BITSIGHT DATA (INCLUDING ANY RECOMMENDATIONS OR FORECASTS) AND ANY THIRD-PARTY SERVICES PROVIDED THEREWITH, ARE PROVIDED ON AN “AS IS” BASIS ONLY, WITHOUT ANY WARRANTIES WHATSOEVER, AND ARE SUBJECT TO CHANGE AT ANY TIME. CUSTOMER ASSUMES ALL RISK OF DAMAGE OR LOSS FROM RELYING UPON OR USING THE BITSIGHT SERVICE, THE BITSIGHT DATA, ANY RESULTANT DATA AND ANY THIRD-PARTY SERVICES PROVIDED THEREWITH. CUSTOMER ACKNOWLEDGES THAT THE BITSIGHT SERVICES REQUIRE A SUPPORTED BROWSER TO ACCESS THE BITSIGHT MONITORING SERVICES AND THAT ACCESS TO THIRD-PARTY SERVICES PROVIDED WITH THE BITSIGHT SERVICES MAY HAVE ADDITIONAL REQUIREMENTS.

### **Section 4 — LIMITATION OF LIABILITY**

**4.1** UNLESS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS, PARTNERS, RESELLERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR CONTRACTORS (“RELATED PARTIES”) BE LIABLE UNDER THIS AGREEMENT FOR 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, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER ECONOMIC LOSSES, EVEN IF THE PARTY OR A RELATED PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

**4.2** 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 INDEMNIFICATION, 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** NOTWITHSTANDING THE FOREGOING, SECTIONS 4.1 AND 4.2 WILL NOT APPLY WITH RESPECT TO ANY CLAIMS BASED ON BREACHES OF A PARTY’S OBLIGATIONS UNDER SECTION 1.2 (USE OF SERVICES), SECTION 1.3 (RESTRICTIONS) OR SECTION 6 (CONFIDENTIALITY).

### **Section 5 — TERM AND TERMINATION**

**5.1 Term.** This Agreement commences on the date Customer agrees to the terms hereof (the “Effective Date”) and, except for an “enable access” program or other free access program, it will continue until all subscriptions hereunder have expired or have been terminated and access to the BitSight Services has been terminated (such period, the “Term”). The term of any “enable access” program or other free access program will end when BitSight terminates access to the BitSight Services.

**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. 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 current list prices, unless either Party gives the other notice of non-renewal at least 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 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 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.

**5.4 Effects of Termination.** All provisions of this Agreement that reasonably may 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, Customer may retain and store any reports that include the BitSight Data subsequent to the expiration or termination of this Agreement, in any medium including, but not limited to, electronic storage, for use by Customer only as permitted in Sections 1.2 and 1.3.

## **Section 6 — CONFIDENTIALITY**

**6.1 Confidential Information.** As used in this Agreement, “Confidential Information” means all information of either Party, whether of a technical, business or other nature (including, without limitation, 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, (a) Confidential Information of Customer consists of the list of organizations that Customer is monitoring and the User information included in the administrative portal, and (b) Confidential Information of BitSight includes, without limitation, the BitSight Services and the BitSight Data, and the terms, conditions and pricing of this Agreement. 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, accountants, 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.

**6.2 Exceptions.** The definition of Confidential Information shall not include any information that the receiving Party can demonstrate through written documentation was already known to the receiving Party prior to its disclosure to the receiving Party, was or becomes known or generally available to the public (other than by act of the receiving Party), 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, is independently developed by receiving Party without the use of any of the other Party's Confidential Information, or, in the case of Customer, is intended to be made available to third parties as part of the BitSight Service (such as annotations marked "public" by Customer that explain aspects of its rating, or information provided by Customer to create, correct or update its rated IP addresses or domains). In addition, either Party shall be permitted to disclose Confidential Information, as required to be disclosed to a regulator 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 to compensate the non-breaching Party for such breach. Having acknowledged the foregoing, the Parties agree that, 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 the breaching Party in the event of a breach of 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. mail, certified letter, receipted commercial courier or e-mail transmission. Any such notices to BitSight will be sent to 111 Huntington Avenue, Suite 2010, Boston, MA 02199 with a copy sent to [contracts@bitsight.com](mailto: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 from time to time change such address by giving the other Party notice of such change in accordance with this Section.

**7.2 Ownership Rights.** Except for the rights granted hereunder, all rights, title and interests, 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, the BitSight Technology, and BitSight's Confidential Information are retained by BitSight and its licensors. For the avoidance of doubt, BitSight may derive aggregate and anonymous data from any use of the BitSight Services or Third-Party Services and BitSight retains all rights, title and interest in and to any such information and data. Customer agrees that it will not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of BitSight or its licensors in and to such intellectual property rights.

**7.3 Publicity.** Unless the Customer is using the BitSight Services in connection with an "enable access" program or other 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 will remove Customer's name and/or logo from its marketing website and other marketing materials upon request at any time to [contracts@bitsight.com](mailto:contracts@bitsight.com).

**7.4 Annotations and Feedback.** Customer may from time to time elect to provide suggestions, annotations (such as that explain aspects of its rating, or information provided by Customer to correct or update its rated IP addresses or domains), corrections, information, comments (including for enhancements, functionality or clarification) or other feedback ("Customer Feedback") to BitSight or other third parties working with BitSight. The Parties agree that such Customer Feedback will be given voluntarily, and Customer acknowledges and



agrees that BitSight will own all right, title and interest in and to the Customer Feedback, all developments based upon such Customer Feedback and all intellectual property rights in and to the foregoing. Customer hereby assigns and does agree to assign to BitSight all right, title and interest it may have in and to the Customer Feedback and all intellectual property rights thereto and will cooperate with BitSight as reasonably necessary in order to give full effect to such assignment.

**7.5 Applicable Law.** This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), will be governed by, construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, (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 Commonwealth of Massachusetts.

**7.6 Assignment.** Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party (which consent will not be unreasonably withheld), except that BitSight may, without the written consent of Customer assign its rights or delegate its duties 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. 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 hereto 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 require the performance or to claim a breach with respect thereto.

**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.

**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, no addition to or modification of this Agreement will be binding on either of the Parties hereto unless reduced to writing and executed by an authorized representative of each of the Parties.

**7.12 Entire Agreement.** This Agreement comprises all the terms, conditions and agreements of the Parties hereto with respect to the subject matter hereof and supersedes all previous negotiations, proposals, or

agreements of any nature whatsoever between the Parties concerning the subject matter hereof. Any requirements, documents or terms and conditions that may be contained in any vendor portal, acknowledgement, purchase order or other form or platform Customer provides are specifically null and void.

**7.13 Third-Party Beneficiaries.** BitSight affiliates, underlying service providers, business partners and third-party suppliers and providers are expressly made third-party beneficiaries of this Agreement. Except as set forth in the immediately preceding sentence, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective permitted successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

**7.14 Expenses.** In the event a dispute between the Parties hereunder with respect to this Agreement must be resolved by litigation or other proceedings or a Party must engage an attorney to enforce its rights hereunder, 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.** Personal information (i.e., names and email addresses used for account creation) is not required to use the BitSight Services. If Customer chooses to provide personal information, it acknowledges that such personal information may be accessed by or transferred to BitSight in the United States 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 <https://www.bitsight.com/privacy-policy> and incorporated herein by reference). If Customer is subject to the General Data Protection Law ("GDPR"), 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. If providing BitSight with personal data will subject BitSight to data localization laws (i.e. require it to change where it hosts its products and services), Customer will ensure that all users use an email alias for account creation and will not provide BitSight with any such personally identifiable information.

**7.16 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.