

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements**  
**(for U.S. Government End Users)**  
**Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## MASTER SUBSCRIPTION AGREEMENT (Indirect) ThreatConnect [Cloud/ Dedicated Cloud]

### GSA Schedule

This Master Subscription Agreement for ThreatConnect [Cloud or Dedicated Cloud] (“Subscription Agreement”) is made by and between **ThreatConnect, Inc.**, a Delaware corporation, with headquarters at 3865 Wilson Blvd., Suite 550, Arlington, VA 22203 (“ThreatConnect”) and the Government Ordering Activity (End User) named in the Purchase Order, each a “Party” and together, the “Parties.”

End User is purchasing a subscription to a [Cloud/ Dedicated Cloud] instance of the ThreatConnect product through Carahsoft Technology Corporation’s GSA Multiple Award Schedule 70 Contract GS-35F-0119Y (“Reseller”). Subscription pricing and payment terms shall be governed solely by the Purchase Order and any other agreements (collectively, the “Purchase Order”) between Reseller and End User.

The Parties agree as follows:

- 1. Scope of Agreement.** This Subscription Agreement describes the terms regarding End User’s subscription to the [Cloud/Dedicated Cloud] instance of the ThreatConnect product. This Subscription Agreement includes [Attachment A - ThreatConnect Terms of Service](#), [Attachment B - ThreatConnect Privacy Policy](#), and [Attachment C – Order Form](#), which are hereby incorporated into this Agreement.
- 2. ThreatConnect Terms of Service/ Excluded Provisions.** End User acknowledges and agrees that the subscription to the ThreatConnect Product is subject to the ThreatConnect Terms of Service, included as Attachment A, except for the following excluded provisions: Section 6.a, 6.b and 6.c (*Term*); Section 7.b (*Payment*); Section 7.c (*Service Subscription Fees*); Section 7.f (*Automatic Renewal*); Section 7.h (*Disputes*).
- 3. Subscription.** Subject to End User’s compliance with the terms and conditions of this Subscription Agreement, ThreatConnect authorizes End User, by and through its Authorized Users (defined below), to remotely access and use the [Cloud/Dedicated Cloud] instance of the ThreatConnect Product solely for its own internal purposes during the Subscription Term. End User may not use this subscription for commercial purposes or to provided services to or on behalf of any third party. This subscription is revocable, non-transferable, non-sublicenseable and non-exclusive.
- 4. Authorized Users.** For purposes of this Subscription Agreement, “Authorized Users” of the ThreatConnect [Cloud/ Dedicated Cloud] means only those employees and contractors of End User with individual, named user accounts, limited to the number of user accounts listed on the attached Order Form or any subsequent Order Forms.
- 5. Subscription Term.** The Subscription Term shall begin on the “Start date” and continues in effect through the “End Date” identified on the attached Order Form. The Subscription Term will not automatically renew.

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6. **Termination for Cause.** Either Party may terminate the subscription only if the other party breaches a material term of this Subscription Agreement, including the Terms of Service, and fails to cure the breach within thirty (30) days after receiving written notice of such breach.
7. **Notice.** Each Party shall deliver all notices in the English language and in writing and addressed to the other Party at its address set out above (or to any other address that the receiving Party may designate from time to time). Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), by certified or registered mail (in each case, return receipt requested, postage prepaid) or by email (with confirmation of transmission) to the individuals identified below. Notice is effective only upon receipt by the receiving party identified in the Order Form or:

<u>If to ThreatConnect:</u>	Leigh Reichel Chief Financial Officer <a href="mailto:lreichel@threatconnect.com">lreichel@threatconnect.com</a>  <i>With copy to:</i> General Counsel
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8. **Entire Agreement.** This Subscription Agreement and the Schedule Contract GS-35F-0119Y constitute the complete and entire agreement between End User and ThreatConnect regarding the subscription to the ThreatConnect Product. In the event of conflict between the terms of this Subscription Agreement, Schedule Contract GS-35F-0119Y, and any other document, the conflict will be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence.

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## ATTACHMENT A

This Terms of Service document (“Terms of Service”) is an Attachment to and a part of the Master Subscription Agreement (“Subscription Agreement”) entered into by and between ThreatConnect, Inc. and the User identified in the Order Form, effective as of the date identified in the Order Form.

### THREATCONNECT.COM TERMS OF SERVICE FOR GSA SCHEDULE

Welcome to **ThreatConnect!** ThreatConnect, Inc. (“ThreatConnect”, “we”, “us”, or “our”) operates the website **ThreatConnect.com**, including all subdomains thereof (collectively, the “Site”). We provide our users (collectively, “you” or “your”) with resources and information about cyber security and our products and services, including white papers that we may send you, as well as a number of related services (collectively, the “Services”). The following terms and conditions (the “Terms of Service”) form a binding agreement between you and us. PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

Some Services or Materials (as defined below) may also be subject to additional guidelines, rules, or terms (“Additional Terms”). If there is any conflict between the Terms of Service and the Additional Terms, the Additional Terms take precedence in relation to that Service. The Additional Terms for such Services or Materials will be incorporated by reference in these Terms of Service and referred to collectively as the “Terms”.

We may at our sole discretion change, add, or delete portions of these Terms of Service at any time. We will notify you of any such material changes by posting notice of the changes on the Site, and/or, in our sole discretion, by email.

1. **OUR SERVICES AND REGISTERED USERS.** The ThreatConnect® Site and Services provide a collaborative *Threat Intelligence Platform* that combines threat data collection, analysis, collaboration, and expertise from a wide variety of sources into a single platform. The Site and Services provide access to software and tools designed to detect, track, and analyze cyberthreats. Users may create an account (making them a “Registered User”), at which point we may restrict certain areas of the Site or Services for registered users. Visitors agree not to attempt to access areas of the Site reserved for Registered Users. Certain Registered Users access the Site through an Organization Account. Unless otherwise agreed in writing by ThreatConnect, Organization Account Registered Users are restricted to employees or contractors of the Organization entity who are authorized to utilize the Services on your behalf.
  - a. *Providing Information.* In the event you provide us with information on or through the Site or Services, including as necessary to request ThreatConnect Materials or as part of registration, you agree to only provide us with true, accurate, current and complete information. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Site or Services (or any portion thereof) or refuse to send you ThreatConnect Materials.
  - b. *Registration.* To become a Registered User, you must provide your email address and select a password (your “Account Credentials”), which you may not transfer to or share with any third parties. If someone accesses our Site or Services using your Account Credentials, we will rely on those Account Credentials and will assume that it is really you. You are solely responsible for any and all use of your Account Credentials and all activities that occur under or in connection with your Account Credentials. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Site and your Account Credentials, including without limitation terminating your access, changing your password, or requesting additional information to authorize activities related to your Account Credentials. You agree to be responsible for any act or omission of any users that access the Site or Services under your Account Credentials that, if undertaken by you, would be deemed a violation of these Terms. In no event and under no circumstances will ThreatConnect be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of ThreatConnect under this provision, (ii) any compromise of the confidentiality of your Account Credentials, and (iii) any unauthorized access to or use of your Account Credentials. Please notify us immediately if you become aware that your Account Credentials are being used without authorization. You acknowledge and agree that you shall have no ownership or other property interest in your Account Credentials, and you further acknowledge and agree that all rights in and to your Account Credentials are and shall forever be owned by and inure to the benefit of ThreatConnect. We reserve the right to reject or suspend any user name or pseudonym that we find to be offensive or inappropriate.
  - c. *Our Tools.* Certain Services we offer include the provision of ThreatConnect’s own and/or third party tools (“Tools”) designed to enable you and us to diagnose security and other relevant threats within the cyber world. Please see the attached Privacy Policy for information about the type of information we collect through the Services and how we use this information. You must provide all equipment and software necessary to connect

to the Site and/or Services and you are solely responsible for any fees, including for Internet connectivity, which you incur when accessing the Site and/or Services.

- d. *Groups.* You may be able to create your own group of users, using the community feature or through private peer-to-peer connections, who communicate with one another through the Site and/or Services. When you create a group, we may require you to provide certain information, materials, and/or media about the group and to set the privacy settings for your group. If you are a moderator, we may grant you additional rights in the Materials created through your group pursuant to Additional Terms. Other Registered Users, and not ThreatConnect, may be the moderator of private discussion forums. ThreatConnect is not responsible for, and does not endorse, any Registered User (or his or her acts and omissions), and or the Materials provided or approved thereby.
- e. *Software.* Use of any ThreatConnect or third party software and associated documentation that is made available via the Site or the Services ("**Software**") is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Site page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will ThreatConnect provide you with any tangible copy of our Software. ThreatConnect shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Terms and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement, you are authorized to use such pre-release Software solely for testing purposes and are not permitted to use or otherwise rely on such Software for production purposes. If no license agreement accompanies use of the Software, use of the Software will be governed by the Terms. Subject to your compliance with the Terms, and unless otherwise agreed in writing ThreatConnect grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Terms. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

2. **OWNERSHIP.** You understand and acknowledge that the Software, code, algorithms, work flows, and other proprietary methods and systems used to provide the Site or Services, including deployable tools, ("**Our Technology**") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, and restrictions contained in or attached to any of Our Technology. Nothing in these Terms grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to these Terms. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, trade names, service marks or logos ("**Marks**") of ThreatConnect or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

3. **GENERAL RULES OF USER CONDUCT.** It is our goal to make access to our Site and Services a good experience for all of our users. You agree not to, and represent and warrant that you will not, reproduce, duplicate, copy, sell, resell, license, lease, or otherwise transfer, distribute, or commercially exploit any portion of the Site or Services, use of the Site or Services or access to the Site or Services for any purposes other than for which the Site or Services are being provided to you, or do any of the following:

- Conduct or promote any illegal activities while using the Site or Services;
- Upload, distribute or print anything that may be harmful to minors;
- Violate the rights of any third party, including any intellectual property rights;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site, Services or any Materials, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- Systematically retrieve data or other content from our Site and/or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise, for purposes of resale or other commercial use, or for any other use not permitted by the license granted below in Section 5.
- Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- Upload or install on our servers or systems any form of Malicious Software (defined below), except when transmitted as part of the normal course of using the tools and capabilities built into the Services;
- Use the Site or Services to generate unsolicited email advertisements or spam;
- Use the Site or Services to stalk, harass or harm another individual or entity;

- Use any high volume automatic, electronic or manual process not provided by ThreatConnect to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
  - Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
  - Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the ThreatConnect Materials contained on any such web page for commercial use without our prior express written permission;
  - Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
  - Mirror or frame the Site or any ThreatConnect Materials, place pop-up windows over its pages, or otherwise affect the display of its pages.
4. **USER MATERIALS; DERIVATIVE WORKS.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Site or the Services, whether publicly posted or privately transmitted ("**Materials**"), are the sole responsibility of the party from whom such Materials originated. This means that (i) you, and not ThreatConnect, are entirely responsible for all Materials that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through the Services or the Website (collectively, "**Your Materials**"), and (ii) other Users of the Services, and not ThreatConnect, are similarly responsible for all Materials they Make Available through the Services or the Website ("**User Materials**"). You are entirely responsible for each individual item of Your Materials. As between you and us, you retain ownership and any intellectual property rights in any copyrighted materials that are contained in Your Materials.
- a. *Privacy.* We know you are worried about your security and privacy. We take several measures to protect your anonymity and Materials. We offer functionality on the Site or Services that allow you to submit Your Materials anonymously. If you use this functionality, we will not associate your user name on the Site or Services with such components of Your Materials. By submitting Your Materials to any public or private forums, comments or any other public area on the Site or Services; unless you submit Your materials anonymously, you hereby expressly permit ThreatConnect to identify you by your username (which may be a pseudonym) as the contributor of Your Materials. Such disclosure will be limited to the extent permitted by the forum where you submitted Your Materials. Unless expressly requested by you, we will not perform any analysis of Your Materials on a stand-alone basis.
  - b. *Security.* We recognize that the nature of User Materials may be harmful, containing malware, viruses, bots, worms, Trojan horses, time bombs, cancelbots or other similar harmful or deleterious programming ("**Malicious Software**"). It is very important for each User to handle and transmit such material with due care, including, without limitation and where possible, by neutralizing or otherwise containing the threat. In all cases, please take care to communicate and transmit Your Materials to us in the safest and most reasonable manner possible. We reserve the right at any time, in our discretion, to issue general warnings about uncontrolled threats.
  - c. *User Representations and Warranties.* You represent and warrant that Your Materials will not: (i) Infringe the copyright, trademark, trade secret, or other intellectual property or proprietary right of others; (ii) violate the privacy, publicity, or other rights of third parties; (iii) violate any other law, statute, ordinance or regulation; (iv) be false or inaccurate or become false or inaccurate at any time; (v) be or contain material that is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion; (vi) disclose or provide information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others; (vii) misrepresent your identity or impersonate another person or entity in any way; (viii) advocate or encourage any illegal activity; or (ix) have the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.
  - d. *License.* We need to make sure we have the rights to run our Site and Services, and to be able to maintain and enrich the available database so that we can most effectively identify and research new and existing threats and provide Registered Users with the best information possible to defending against threats. Subject to the settings under which you Make Available Your Materials (e.g., public or private forums, anonymous or identifiable posts), and subject to the restrictions herein, you grant us a perpetual, irrevocable, non-terminable, non-exclusive, royalty-free, fully paid, fully sublicenseable, worldwide license, to use Your Materials (on an anonymous basis unless you have publicly posted it in your name) solely for purposes of research, analysis, and testing related to cyberthreats, including, without limitation, the results of such research, analysis, or testing and the creation or development of cyberthreat-related inventions or software ("**Threat Analysis**"), together with a right to license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display such Threat Analysis (in whole or in part) worldwide, and to incorporate such Threat Analysis in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in any portion of Your Materials that are incorporated into any Threat Analysis. You hereby authorize us to do the foregoing and hereby assign all of Your right, title, and interest in and to any Threat Analysis to ThreatConnect. We agree any Threat Analysis material will not be specifically identifiable or attributable to you and in no case will ThreatConnect publish or republish any of Your Materials as such without your prior written consent.

5. **THREATCONNECT MATERIALS.** As between you and us, the Materials made available or displayed on the Site or sent to you through the Services or Our Technology, and any derivative works thereof, other than Your Materials (the "**ThreatConnect Materials**") are proprietary to us or our licensors and should be considered our confidential information. Subject to these Terms, we hereby grant you a limited, non-exclusive, non-transferable license to (i) access the Site and Services, and (ii) to view, use, download and print the ThreatConnect Materials in each case solely for your personal, informational, non-commercial (non-commercial meaning that no revenues are generated or intended to be generated from or through competitive offerings to the Site or Services) and internal review and solely in accordance with these Terms. As between you and us, we retain all right, title and interest in and to the ThreatConnect Materials, and all related intellectual property rights. We reserve all rights not granted in these Terms. You will immediately notify us in the event of any loss or unauthorized disclosure of any ThreatConnect Materials. Upon our written request, or your termination of these Terms, you must promptly delete or destroy all documents and other tangible materials representing any ThreatConnect Materials and all copies thereof. To request certain ThreatConnect Materials, you may be required to provide us with your contact information, including your email address. We may, in our sole discretion, then send you such ThreatConnect Materials in a format we determine in our sole discretion. We reserve the right to reject your request and refuse to send you our ThreatConnect Materials.

- a. *License Restrictions.* You may not: (i) use the ThreatConnect Materials or any part thereof to develop products or technologies similar to the products of ThreatConnect; (ii) reproduce, republish, modify or alter the ThreatConnect Materials; (iii) distribute or sell, rent, lease, license or otherwise make the ThreatConnect Materials available to others; or (iv) otherwise remove any text, copyright or other proprietary notices contained in the ThreatConnect Materials. Any copy of the ThreatConnect Materials or portion thereof must include all copyright notices, information, and restrictions contained in, or attached to, any of the ThreatConnect Materials, and you must abide by the foregoing notices and restrictions. We are not responsible to ensure, and disclaim any responsibility for, your ability to open, use or view the ThreatConnect Materials we send you pursuant to your request. The nature of the ThreatConnect Materials may be harmful. Please take care with your use of the ThreatConnect Materials. Use of the ThreatConnect Materials is at your own risk and such materials are provided on as "AS IS" basis. As a part of the ThreatConnect Materials, you may have access to materials that are hosted by another party. You agree that it is impossible for ThreatConnect to monitor such materials and that you access these materials at your own risk.
- b. *No Guarantee Against Harm.* ThreatConnect is in the business of detecting, tracking, and analyzing cyberthreats, and providing tools and information to Registered Users to assist in their defense against cyber threats, and by its nature ThreatConnect receives potentially harmful malicious software. ThreatConnect is dedicated to against such threats. We use commercially reasonable efforts to enforce these Terms with all of our Users, but **THREATCONNECT CANNOT AND DOES NOT GUARANTEE THAT USERS WILL NOT BE EXPOSED TO OR HARMED BY MALICIOUS SOFTWARE OR OTHER MATERIALS ACCESSED THROUGH THE SITES OR SERVICES OR EXPOSED TO OR HARMED BY MATERIALS THAT VIOLATE OUR POLICIES. YOU ACCESS THE SITES AND SERVICES AT YOUR OWN RISK.** We may, but are not obligated to, remove Materials from the Sites for any reason, including if we determine or suspect that such Materials violate these Terms. We are acting as a passive conduit for distribution of such Materials and we take no responsibility for your exposure to Materials on the Sites or through the Services whether it violates our content policies or not. Our discussion forums may be public (or, at a minimum, available to fellow Registered Users), so others may read your questions or comments. Please respect the confidentiality of others.
- c. *Data Storage.* Unless expressly agreed to by ThreatConnect in writing elsewhere, ThreatConnect has no obligation to store any minimum amount of Your Materials that you Make Available on the Site or via the Services. ThreatConnect uses commercially reasonable efforts to provide data storage for current and recent Materials, but reserves the right, in its discretion, to limit or reduce the amount of storage space being used by any Registered User, or to charge additional fees for excess storage space. ThreatConnect has no responsibility or liability for the deletion of Materials, or for the accuracy of any Materials, including Your Materials; the failure to store, transmit or receive transmission of Materials; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. You agree that ThreatConnect retains the right to create reasonable limits on storage of the Materials, including Your Materials, such as limits on file size, storage space, and similar limits described in the web pages accompanying the Services and as otherwise determined by ThreatConnect in its sole discretion.

6. **TERM.**

- a. The Terms commence on the date when you first use the Sites and/or Services and remain in full force and effect while you use the Site and/or Services, unless terminated earlier in accordance with the Terms.
- b. If you want to terminate the Services provided by ThreatConnect, you may do so by (i) notifying ThreatConnect at any time and (ii) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to ThreatConnect's address set forth below.
- c. We reserve the right to modify or discontinue the Site or Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or Services, or any part thereof. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your

acknowledgement of such changes and satisfaction with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Site and Services at any time, for any reason, in our sole discretion. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES.

- d. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account Credentials (or any part thereof), including Your Materials. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Materials associated therewith from our live databases. ThreatConnect will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Materials. All provisions of these Terms which by their nature survive the termination or expiration of an agreement, shall survive termination or expiration of the agreement embodied in these Terms.

## 7. FEES.

- a. *General Purpose of Terms: Sale of Service, not Software.* The purpose of the license granted to you in these Terms is solely for you to secure access to the Site and Services, and to use the ThreatConnect Materials as permitted herein. All fees set forth within and paid by you under the Terms shall be considered solely in furtherance of this purpose. In no way shall any fees paid hereunder considered payment for the sale or license of ThreatConnect's Software. Any use of ThreatConnect's Software by you in furtherance of the Terms will be considered merely in support of the purpose of the Terms.
- b. *Payment.* You agree to pay all fees or charges to your Account Credentials in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide ThreatConnect with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account ("**Payment Provider**"), or purchase order information as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing ThreatConnect with your credit card number or PayPal account and associated payment information, you agree that ThreatConnect is authorized to immediately invoice your Account for all fees and charges due and payable to ThreatConnect hereunder and that no additional notice or consent is required. You agree to immediately notify ThreatConnect of any change in your billing address or the credit card or PayPal account used for payment hereunder. ThreatConnect reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Site and/or Services or by e-mail delivery to you.
- c. *Service Subscription Fees.* You will be responsible for payment of any applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you enroll in such Services (each, a "**Service Commencement Date**"). Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and ThreatConnect for the Services until ThreatConnect accepts your order by a confirmatory e-mail or other appropriate means of communication.
- d. *Taxes.* ThreatConnect's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to ThreatConnect, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify ThreatConnect for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax, and any other tax measured by sales proceeds, that ThreatConnect is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.
- e. *Withholding Taxes.* You agree to make all payments of fees to ThreatConnect free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to ThreatConnect will be your sole responsibility, and you will provide ThreatConnect with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.
- f. *Free Trials.* Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact ThreatConnect to have the charges reversed.
- g. *Disputes.* You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: ThreatConnect, Inc., 2700 S Quincy St., Suite 240, Arlington, VA, 22206.

8. **FEEDBACK.** We may from time to time solicit your feedback regarding various aspects of our Site and Services, such as ease of use, or structure of user interfaces, or other ideas, thoughts, criticisms, suggested improvements or other feedback regarding our Site and Services ("**Feedback**"). You may also wish to provide such Feedback to us on your own initiative. In the event that you provide us any Feedback, you agree we may use the Feedback to modify our products and services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable, non-terminable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

9. **PRIVACY.** We know that your privacy is important. For this reason, we have created the attached [Privacy Policy](#) that describes our collection, use and disclosure practices regarding any personal information that you provide to us. The security of your personal information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from Malicious Software or other vulnerabilities.

10. **USER INTERACTIONS.** You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services; provided, however, that ThreatConnect reserves the right, but has no obligation, to intercede in such disputes. You agree that ThreatConnect will not be responsible for any liability incurred as the result of such interactions. YOU UNDERSTAND THAT THREATCONNECT DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS; PROVIDED THAT, THREATCONNECT RESERVES THE RIGHT TO CONDUCT PUBLIC-RECORD INQUIRIES INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS REGISTERED USERS. THREATCONNECT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OR ACTIONS OF REGISTERED USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.

11. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR SOLE RISK. OUR TECHNOLOGY, THE MATERIALS, SITE AND SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. WE MAKE NO WARRANTY THAT OUR TECHNOLOGY, THE MATERIALS, SITE, AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR TECHNOLOGY, THE MATERIALS, SITE OR SERVICES, OR THAT DEFECTS IN THE SITE OR SERVICES WILL BE CORRECTED. NO MATERIALS, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, SERVICES, OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS.

12. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION OF ANY USER OF THE SITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN THE AGGREGATE, TO THE GREATER OF: (A) THE AMOUNT OF FEES YOU PAID TO THREATCONNECT IN THE SUBSCRIPTION PERIOD DURING WHICH THE CLAIM AROSE AND (B) ONE HUNDRED DOLLARS (U.S. \$100.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.

13. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless ThreatConnect, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of Our Technology, the Materials, Site, or Services; (ii) your violation of these Terms, (iii) your violation of any rights of any other person or entity; (iv) Your Materials; or (v) any Malicious Software input by you into the Site or Services other than as permitted by these Terms.

14. **THIRD PARTY CONTENT AND OTHER WEBSITES.** Materials from other users and other third parties may be made available to you through the Site and/or the Services. Because we do not control the content of such Materials, you agree that we are not responsible for such content. We do not make any guarantees about the accuracy, currency, suitability, or quality of the information in any Materials, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users or content that violates any third party rights related to such content. The Site and Services may contain links to websites not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites. You understand that by using the Site and/or Services you may be exposed to third-party websites that you find offensive, indecent or otherwise objectionable. We make no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites, products or Services accessible by hyperlink or otherwise from the Site or Services. We provide these links for your convenience only and we do not control such websites. Our inclusion of links to such websites does not imply any endorsement of the materials on such third party websites or any association with their operators. The Site and Services may contain links to websites that are operated by us but which operate under different terms of service. It is your responsibility to review the privacy policies and terms of service of any other website you visit. **YOU AGREE THAT IN NO EVENT WILL WE BE LIABLE TO YOU IN CONNECTION WITH ANY WEBSITES, CONTENT, PRODUCTS, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.**

15. **ELECTRONIC COMMUNICATIONS.** We can only give you the benefits of our service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This Section informs you of your rights when receiving Communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("**Communications**") that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. You may also receive a copy of these Terms by accessing this Site. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption.

16. **GENERAL TERMS.** You are responsible for compliance with all applicable laws. The Terms and the relationship between you and ThreatConnect will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. These Terms are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms, shown in boldface type, are included only to help make these Terms easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision of the Terms will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms will continue in full force and effect. You may not use, export, import, or transfer the Site and/or Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Site and/or Services, and any other applicable laws. In particular, but without limitation, the Site and/or Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Site and/or Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site and/or Services for any purpose prohibited by U.S. law, including, without limitation the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Us are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer ThreatConnect products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17. **COPYRIGHT VIOLATIONS.** We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Sites or Services;

- your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement on the Sites or the Services can be reached by mail at: Copyright Agent, ThreatConnect, Inc., 3865 Wilson Blvd., Suite 550, Arlington, VA, 22203 or by email at support@threatconnect.com.

18. **NOTICE; VIOLATIONS.** We may give notice to you by email, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to support@threatconnect.com or as otherwise expressly provided. Please report any violations of these Terms to support@threatconnect.com.

19. **COMMERCIAL ITEM.** Each of the components that constitute the Services or Software or any other related documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Services and Software and documentation provided therewith with only those rights set forth in these Terms.

**LAST UPDATED.** March 30, 2015

## ATTACHMENT B- THREATCONNECT PRIVACY POLICY

### GSA SCHEDULE

WELCOME TO THREATCONNECT, INC. (“**THREATCONNECT**”, “**WE**”, “**US**”, OR “**OUR**”) AND THE VARIOUS SITES OPERATED BY US (THE “**SITES**”). WE PROVIDE OUR USERS (COLLECTIVELY, “**YOU**” OR “**YOUR**”) WITH RESOURCES AND INFORMATION ABOUT CYBER SECURITY, OUR PRODUCTS, RELATED SERVICES AND WHITE PAPERS, (COLLECTIVELY, THE “**SERVICES**”). WE KNOW YOU ARE CONCERNED ABOUT YOUR PRIVACY, SO WE DEVELOPED THIS PRIVACY POLICY (“**PRIVACY POLICY**”) TO EXPLAIN HOW WE COLLECT, USE, AND DISCLOSE INFORMATION FROM AND/OR ABOUT YOU. CAPITALIZED TERMS USED IN THE PRIVACY POLICY NOT DEFINED HEREIN WILL HAVE THE MEANING GIVEN TO THEM IN THEIR APPROPRIATE LICENSE OR TERMS OF SERVICE AGREEMENT.

YOUR PERSONAL INFORMATION MAY BE PROCESSED BY US IN THE COUNTRY WHERE IT WAS COLLECTED AS WELL AS OTHER COUNTRIES (INCLUDING THE UNITED STATES) WHERE LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY. BY USING THESE SITES AND PROVIDING ANY PERSONAL INFORMATION, YOU ARE CONSENTING TO THE TRANSFER OF DATA FROM YOUR COUNTRY TO A COUNTRY THAT HAS LESS STRINGENT LAWS, AND THE PROCESSING OF YOUR PERSONAL INFORMATION IN CONFORMANCE WITH THIS POLICY.

PRIVACY IS OF GREAT IMPORTANCE TO US WHETHER YOU ARE A VISITOR BROWSING THE SITES OR A REGISTERED USER. SO WE ARE CLEAR ABOUT THE TERMINOLOGY WE ARE USING, WHEN WE USE THE PHRASE “**PERSONAL INFORMATION**” IN THIS PRIVACY POLICY, WE MEAN CONTACT INFORMATION (E.G. NAME, ADDRESS, EMAIL ADDRESS, OR TELEPHONE NUMBER) AND ANY OTHER NON-PUBLIC INFORMATION THAT IS USED OR INTENDED TO BE USED TO PERSONALLY IDENTIFY AN INDIVIDUAL. WHEN WE USE THE PHRASE “**ANONYMOUS INFORMATION**” IN THIS PRIVACY POLICY, WE MEAN INFORMATION THAT IS NEITHER USED NOR INTENDED TO BE USED TO PERSONALLY IDENTIFY AN INDIVIDUAL. **CHILDREN.** THE SITES IS NOT DIRECTED TO CHILDREN AND CHILDREN ARE NOT ELIGIBLE TO USE OUR SERVICES. PROTECTING THE PRIVACY OF CHILDREN IS VERY IMPORTANT TO US. WE DO NOT COLLECT OR MAINTAIN PERSONAL INFORMATION FROM PEOPLE WE ACTUALLY KNOW ARE UNDER 13 YEARS OF AGE, AND NO PART OF OUR SITES OR SERVICES IS DESIGNED TO ATTRACT PEOPLE UNDER 13 YEARS OF AGE. IF WE LATER LEARN THAT A USER IS UNDER 13 YEARS OF AGE, WE WILL TAKE STEPS TO REMOVE THAT USER’S PERSONAL INFORMATION FROM OUR DATABASES AND TO PREVENT THE USER FROM UTILIZING THE SITES AND THE SERVICES.

**How We Collect Information.** PERSONAL INFORMATION IN GENERAL, THE PERSONAL INFORMATION WE GATHER ENABLES US TO PROVIDE THE SERVICES TO YOU AND HELPS US

LEARN MORE ABOUT THE USE OF THE SITES AND/OR SERVICES. WE COLLECT PERSONAL INFORMATION THAT YOU SUBMIT TO US VOLUNTARILY, INCLUDING, IF APPLICABLE, WHEN YOU REGISTER AND/OR USE THE SITES AND SERVICES. EACH TIME YOU REQUEST INFORMATION FROM US, WE MAY REQUIRE CERTAIN PERSONAL INFORMATION, INCLUDING YOUR NAME AND EMAIL ADDRESS. WHEN YOU COMMUNICATE WITH US THROUGH OUR SITES OR BY SENDING US AN EMAIL, WE MAY COLLECT AND STORE ANY INFORMATION THAT IS CONTAINED IN YOUR COMMUNICATIONS WITH US. IF YOU REGISTER ON OUR SITES, WE MAY REQUIRE ADDITIONAL INFORMATION, INCLUDING YOUR MAILING ADDRESS AND PHONE NUMBER, AS WELL AS A USER NAME AND PASSWORD FOR THE SERVICES ON THE SITES. YOU CAN CHOOSE NOT TO PROVIDE US WITH CERTAIN INFORMATION, BUT THIS MAY LIMIT THE FEATURES OF THE SITES OR SERVICES YOU ARE ABLE TO USE. ANONYMOUS INFORMATION AS YOU USE THE SITES OR SERVICES, CERTAIN ANONYMOUS INFORMATION MAY BE PASSIVELY COLLECTED AND STORED, SUCH AS YOUR DOMAIN NAMES, BROWSER TYPE, AND ACCESS TIMES.

WE MAY ALSO USE COOKIES (AS DEFINED BELOW) AND NAVIGATIONAL DATA LIKE UNIFORM RESOURCE LOCATORS (URLS) TO GATHER INFORMATION REGARDING THE DATE AND TIME OF YOUR VISIT AND THE SOLUTIONS AND INFORMATION FOR WHICH YOU SEARCHED AND VIEWED. "COOKIES" ARE SMALL PIECES OF INFORMATION THAT A WEBSITE SENDS TO YOUR BROWSER WHILE YOU ARE VIEWING A WEBSITE. WE MAY USE BOTH SESSION COOKIES (WHICH EXPIRE ONCE YOU CLOSE YOUR WEB BROWSER) AND PERSISTENT COOKIES. YOU CAN INSTRUCT YOUR BROWSER, BY CHANGING ITS OPTIONS, TO STOP ACCEPTING COOKIES OR TO PROMPT YOU BEFORE ACCEPTING A COOKIE FROM THE WEBSITES YOU VISIT. WE MAY ALSO USE A THIRD PARTY TRACKING SERVICE TO TRACK AND ANALYZE ANONYMOUS INFORMATION FROM USERS OF OUR SITES. SUCH THIRD PARTIES MAY USE COOKIES TO HELP TRACK USER BEHAVIOR. TO THE EXTENT PERMITTED THROUGH ANY SITES OR SERVICES, YOU MAY HAVE THE ABILITY TO POST, SUBMIT, EMAIL OR OTHERWISE MAKE AVAILABLE ON THE SITES OR THE SERVICES (INCLUDING VIA EMAIL TO US) CERTAIN INFORMATION, TEXT OR MATERIALS ("YOUR MATERIALS"). YOU ARE ENTIRELY RESPONSIBLE FOR EACH INDIVIDUAL ITEM OF YOUR MATERIALS. AS BETWEEN YOU AND US, YOU RETAIN OWNERSHIP AND ANY INTELLECTUAL PROPERTY RIGHTS IN ANY COPYRIGHTED MATERIALS THAT ARE CONTAINED IN YOUR MATERIALS. YOU GRANT US A NON-EXCLUSIVE, ROYALTY-FREE, FULLY PAID, FULLY SUBLICENSEABLE, WORLDWIDE LICENSE, UNDER ANY AND ALL OF YOUR COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO YOUR MATERIALS. YOU AGREE THAT ANY OF YOUR MATERIALS MAY BE USED TO PREPARE DERIVATIVE WORKS (THE "DERIVATIVE WORKS") WHICH ARE NOT SPECIFICALLY IDENTIFIABLE OR ATTRIBUTABLE TO YOU. ONLY THE DERIVATIVE WORKS MAY BE DISSEMINATED, INCORPORATED INTO OTHER WORKS, PUBLISHED, PUBLICLY DISPLAYED, PRINTED OR OTHERWISE USED BY US IN A PUBLIC FORUM. WE MAY PROVIDE SERVICES THAT MAY INCLUDE THE PROVISION OF TOOLS TO YOU. THESE TOOLS ENABLE YOU TO HELP US DIAGNOSE SECURITY AND OTHER RELEVANT THREATS IN THE CYBER WORLD. THE TOOLS MAY COLLECT CERTAIN INFORMATION FROM AND/OR ABOUT YOU AND/OR THIRD PARTIES AS YOU USE THEM. WE WILL DISCLOSE TO YOU THE

TYPE OF INFORMATION THAT WILL BE COLLECTED BY EACH TOOL, AND ALL OF THIS INFORMATION AND DATA WILL BE AS ANONYMOUS INFORMATION.

**How We Use Information.** PERSONAL INFORMATION We will use your PERSONAL INFORMATION TO:

- PROVIDE YOU WITH SERVICES AND CUSTOMER SUPPORT, INCLUDING ADMINISTERING YOUR ACCOUNT;
- MARKET OUR PRODUCTS AND SERVICES TO YOU AND THOSE OF THIRD PARTIES WE BELIEVE MAY BE OF INTEREST TO YOU;
- RESPOND TO YOUR REQUESTS, RESOLVE DISPUTES AND/OR TROUBLESHOOT PROBLEMS;
- IMPROVE THE QUALITY OF THE SITES AND THE SERVICES; AND
- COMMUNICATE WITH YOU ABOUT THE SITES AND THE SERVICES.

WE MAY ALSO USE YOUR PERSONAL INFORMATION TO CREATE ANONYMOUS INFORMATION RECORDS BY EXCLUDING INFORMATION THAT MAKES THE INFORMATION PERSONALLY IDENTIFIABLE TO YOU. IN THE EVENT WE SEND MARKETING RELATED COMMUNICATIONS, WE WILL OFFER YOU THE OPPORTUNITY TO OPT-OUT OF THOSE COMMUNICATIONS. PLEASE NOTE THAT EVEN IF YOU OPT OUT, WE MAY STILL SEND YOU COMMUNICATIONS WHEN YOU REQUEST US TO DO SO. ANONYMOUS INFORMATION We may use your ANONYMOUS INFORMATION AND DERIVATIVE WORKS TO ANALYZE THREATS AND USAGE PATTERNS SO THAT WE MAY ENHANCE THE SITES OR SERVICES. WE MAY ALSO, THROUGH OUR USE OF COOKIES, KEEP TRACK OF THE SPECIFIC PAGES YOU HAVE VISITED OR ACCESSED (CLICK STREAM DATA). WE ALSO USE THE ANONYMOUS INFORMATION THAT IS COLLECTED THROUGH YOUR USE OF TOOLS OR SUBMITTED AS YOUR MATERIAL FOR OUR BUSINESS PURPOSES.

**How We Disclose Information.** PERSONAL INFORMATION We may disclose certain PERSONAL INFORMATION:

- TO THIRD PARTY VENDORS WHO HELP US PROVIDE THE SERVICES OR THE SITES;
- TO THIRD PARTIES TO WHOM YOU ASK US TO SEND PERSONAL INFORMATION, INCLUDING OTHER REGISTERED USERS TO WHOM YOU AUTHORIZE US TO PROVIDE CERTAIN PERSONAL INFORMATION;
- TO A PARENT COMPANY, ANY SUBSIDIARIES, JOINT VENTURES, OR OTHER COMPANIES UNDER A COMMON CONTROL (COLLECTIVELY, “**AFFILIATES**”), IN THE EVENT WE HAVE SUCH AFFILIATES IN THE FUTURE, WHICH CASE WE WILL REQUIRE OUR AFFILIATES TO HONOR THIS PRIVACY POLICY;

- TO A COMPANY THAT MERGES WITH US, ACQUIRES US, OR PURCHASES OUR ASSETS, OR A SUCCESSOR IN INTEREST IN BANKRUPTCY, IN WHICH CASE SUCH COMPANY MAY CONTINUE TO PROCESS YOUR PERSONAL INFORMATION AS SET FORTH IN THIS PRIVACY POLICY; OR
- IF WE BELIEVE IN GOOD FAITH THAT SUCH DISCLOSURE IS NECESSARY TO (I) RESOLVE DISPUTES, INVESTIGATE PROBLEMS, OR ENFORCE OUR TERMS OF SERVICE AND LICENSE AGREEMENTS; (II) COMPLY WITH RELEVANT LAWS OR TO RESPOND TO REQUESTS FROM LAW ENFORCEMENT OR OTHER GOVERNMENT OFFICIALS RELATING TO INVESTIGATIONS OR ALLEGED ILLEGAL ACTIVITY, IN WHICH CASE WE CAN (AND YOU AUTHORIZE US TO) DISCLOSE PERSONAL INFORMATION WITHOUT SUBPOENAS OR WARRANTS SERVED ON US; OR (III) PROTECT AND DEFEND OUR RIGHTS OR PROPERTY OR THE RIGHTS AND PROPERTY OF YOU OR THIRD PARTIES.

IN THE EVENT WE OFFER PUBLIC OR PRIVATE FORUMS ON THE SITES OR SERVICES, YOU ARE WELCOME TO SHARE AS MUCH PERSONAL INFORMATION AS YOU THINK IS NECESSARY AND APPROPRIATE (OR AUTHORIZE US TO SHARE SUCH INFORMATION). BUT PLEASE BE AWARE THAT ANY PERSONAL INFORMATION WILL BE MADE AVAILABLE TO OTHER REGISTERED USERS AND/OR GENERALLY ON OUR SITES. ANONYMOUS INFORMATION WE MAY DISCLOSE ANONYMOUS INFORMATION ONLY AS PROVIDED FOR IN THE PRIVACY POLICY.

**FEEDBACK** IF YOU PROVIDE FEEDBACK TO US, WE MAY USE AND DISCLOSE SUCH FEEDBACK FOR ANY PURPOSE, PROVIDED WE DO NOT ASSOCIATE SUCH FEEDBACK WITH YOUR PERSONAL INFORMATION. WE WILL COLLECT ANY INFORMATION CONTAINED IN SUCH FEEDBACK AND WILL TREAT THE PERSONAL INFORMATION IN IT IN ACCORDANCE WITH THIS PRIVACY POLICY.

**CONTROLLING YOUR INFORMATION.** WE DO NOT OFFER YOU THE OPTION TO MODIFY THE PERSONAL INFORMATION YOU PROVIDE US THROUGH THE SITES OR SERVICES. ADDITIONALLY, ONCE WE DISCLOSE SOME OF YOUR PERSONAL INFORMATION TO THIRD PARTIES, WE CANNOT ACCESS THAT PERSONAL INFORMATION ANY LONGER AND CANNOT CONTROL SUCH INFORMATION BY THE PARTIES TO WHOM WE HAVE MADE THOSE DISCLOSURES. UPON YOUR REQUEST OR NON-RENEWAL OF YOUR ACCOUNT, WE WILL CLOSE YOUR ACCOUNT. WE MAY RETAIN YOUR PERSONAL INFORMATION AND PROFILE INFORMATION TO COMPLY WITH LAWS, PREVENT FRAUD, RESOLVE DISPUTES, TROUBLESHOOT PROBLEMS, ASSIST WITH ANY INVESTIGATIONS, ENFORCE OUR TERMS OF USE AND LICENSE AGREEMENTS, AND TAKE OTHER ACTIONS OTHERWISE PERMITTED BY LAW.

**INFORMATION DISCLOSED TO THIRD PARTIES.** THIS PRIVACY POLICY ADDRESSES ONLY OUR USE AND DISCLOSURE OF INFORMATION WE COLLECT FROM AND/OR ABOUT YOU ON THE SITES OR THROUGH OUR SERVICES. IF YOU DISCLOSE INFORMATION TO OTHERS, THE USE AND DISCLOSURE RESTRICTIONS CONTAINED IN THIS PRIVACY POLICY WILL NOT APPLY TO ANY THIRD PARTY. WE DO NOT CONTROL THE PRIVACY POLICIES OF THIRD PARTIES, AND YOU ARE SUBJECT

TO THE PRIVACY POLICIES OF THOSE THIRD PARTIES WHERE APPLICABLE. THE SITES OR SERVICES MAY CONTAIN LINKS TO OTHER WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY US. WE HAVE NO CONTROL OVER, DO NOT REVIEW AND ARE NOT RESPONSIBLE FOR THE PRIVACY POLICIES OF OR CONTENT DISPLAYED ON SUCH OTHER WEBSITES. WHEN YOU NAVIGATE TO SUCH A LINK, YOU WILL LEAVE OUR SITES OR SERVICES AND GO TO ANOTHER SITE. DURING THIS PROCESS, ANOTHER ENTITY MAY COLLECT PERSONAL INFORMATION OR ANONYMOUS INFORMATION FROM YOU. PLEASE REVIEW THE PRIVACY POLICY OF ANY NEW SITES YOU VISIT.

**CHANGES TO THIS PRIVACY POLICY.** THIS PRIVACY POLICY IS SUBJECT TO REVISION FROM TIME TO TIME ON A GOING-FORWARD BASIS. WE WILL POST ANY REVISED VERSION OF THE PRIVACY POLICY ON THIS PAGE. IF WE MAKE ANY MATERIAL CHANGES TO IT, WE WILL ALSO SEND YOU NOTICE TO THE LAST EMAIL ADDRESS YOU HAVE PROVIDED TO US. **CONTACT US.** IF YOU HAVE QUESTIONS OR CONCERNS ABOUT OUR PRIVACY POLICY, PLEASE CONTACT US BY SENDING AN EMAIL TO: [SUPPORT@THREATCONNECT.COM](mailto:SUPPORT@THREATCONNECT.COM).

THIS PRIVACY POLICY WAS LAST REVISED: NOVEMBER 19, 2014