

How to Execute This Non-Disclosure Agreement ("NDA) for use of the
Bitsight Trust Management Hub service with BitSight Technologies, Inc. ("Bitsight"):

1. This NDA has been pre-signed on behalf of Bitsight. To maintain consistency across Bitsight's customer base, this NDA is presented on an "as-is" basis and cannot be modified.
2. To complete this NDA, Counterparty must complete the information in the signature box and sign.
3. Send the signed NDA to Bitsight by email contracts@bitsight.com.
4. Upon the receipt of the validly completed NDA to the above email address, this NDA will become legally binding.

VENDOR NON-DISCLOSURE AGREEMENT FOR BITSIGHT TRUST MANAGEMENT HUB

This NON-DISCLOSURE AGREEMENT (this "Agreement") is made by and between the undersigned ("Counterparty") and BitSight Technologies, Inc. ("BitSight") and shall be made effective when Counterparty executes this Agreement. In consideration of the mutual promises herein, the parties hereto agree as follows:

1. Definition of Confidential Information. "Confidential Information" means any information or data, regardless of whether it is in tangible form or marked as confidential, that is provided by Counterparty to BitSight or any of BitSight's affiliates for the purpose of sharing it with BitSight subscribers through the BitSight Trust Management Hub service ("BitSight TMH Service"). Confidential Information shall not include information that: (a) is or becomes available to the public other than as a result of disclosure by BitSight; (b) is made available to BitSight by a third party; (c) was in possession of BitSight prior to disclosure by Counterparty; or (d) is independently developed by BitSight without use of Confidential Information.

2. Use and Disclosure of Confidential Information.

2.1 BitSight may only use Confidential Information for the purpose of sharing it with BitSight subscribers, as authorized by Counterparty within the BitSight TMH Service (the "Permitted Purpose") and BitSight shall not reverse-engineer, decompile, or disassemble any Confidential Information disclosed to it under this Agreement. BitSight shall not, without Counterparty's prior written consent, otherwise make accessible the Confidential Information to anyone other than to BitSight's employees, officers, directors, or advisers (e.g., lawyers and accountants) (collectively, the "Representatives") who are required to have access to such information in connection with the Permitted Purpose; provided that such Representatives are subject to confidentiality obligations no less stringent than the ones provided for herein.

2.2 BitSight shall use reasonable care to protect Confidential Information.

2.3 If BitSight is required by law to disclose Confidential Information, BitSight agrees to provide written notice (if legally permitted) and cooperate with Counterparty so that Counterparty may intervene to obtain a protective order or other remedy.

3. Rights and Limitations. All Confidential Information shall remain the property of Counterparty. No express or implied right, title or interest to or under Counterparty's patents, copyrights, trademarks, trade secret information or other proprietary rights is transferred to BitSight. BitSight shall not remove or alter any notices from any Confidential Information.

4. Remedies. BitSight acknowledges that a breach by it of any of the terms of this Agreement could cause irreparable harm for which Counterparty could not be adequately compensated by money damages and that, in addition to all other remedies available at law, Counterparty shall be entitled to seek injunctive relief, including, but not limited to, specific performance.

5. Termination. This Agreement shall remain in effect for a period of one (1) year beginning from the effective date hereof, unless it is terminated by either party with prior written notice to the other party at the address set forth below (as updated by a party from time to time). The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. Upon Counterparty's written request, BitSight agrees to use reasonable efforts to promptly destroy or delete (or assist Counterparty in doing the same as to) all Confidential Information in its possession.

6. Defend Trade Secrets Act of 2016. The parties

acknowledge receipt of the following notice under 18 U.S.C § 1833(b)(1): "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

7. Miscellaneous. This Agreement does not create any agency relationship or any obligation to exchange any Confidential Information. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Delaware. This Agreement contains the complete agreement, and supersedes any prior agreements, of the parties with respect to the treatment of Confidential Information provided by Counterparty to BitSight or its affiliates in connection with the Permitted Purpose. For clarity, however, if Counterparty is a BitSight customer or other user of BitSight's products or services, the BitSight Main Subscription Terms and Conditions (or such other mutually-executed agreement governing Counterparty's use of BitSight's products or services) shall remain in full force and effect and prevail in the event they conflict with this Agreement. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement. No amendment, alteration or waiver shall be effective unless made in writing by both parties. A failure or delay in exercising any right shall not be presumed to operate as a waiver and shall not be presumed to preclude any subsequent exercise of that right or any other right.

[Signature Page to Follow]


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories as of the date set forth last below.

COUNTERPARTY NAME:

BITSIGHT TECHNOLOGIES, INC.

Signed: _____
Name: _____
Title: _____
Date: _____

Address for notices:

DocuSigned by:

2028132AA65E438...
Signed: _____
Name: James Hillier
Title: Chief Financial Officer
Date: 3/22/2024

Address for notices:
BitSight Technologies, Inc.
111 Huntington Avenue, Suite 400
Boston, MA 02199
Attn: Legal Department, with a
copy to contracts@bitsight.com