

Welcome to the BigID App Marketplace, an online marketplace for cloud hosted utilities, connectors or applications (“**Applications**”) that are designed to interoperate with BigID’s data privacy and governance software (“**BigID Software**”).

Use of the BigID App Marketplace is governed by these Marketplace Terms of Use (“**Terms of Use**”), which form a legally binding agreement between you (defined in Section 1.1) and BigID, a Delaware corporation (“**BigID**” or “**we**”).

YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE BY CLICKING A CHECK BOX OR BUTTON INDICATING SUCH ACCEPTANCE. IF YOU ARE ACCEPTING THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS OF USE, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE BIGID APPLICATION MARKETPLACE.

Notwithstanding the foregoing, in the event the BigID App Marketplace is subject to a Master Software License Agreement between You and BigID, then Your use of the BigID App Marketplace is governed by that Master Software License Agreement and not by these Terms of Use.

## 1. Introduction

**1.1. Marketplace Accounts.** All Applications made available through the BigID App Marketplace are designed for use with BigID Software. Thus, “**you**” refers to the BigID customer (e.g., person or entity) who holds a license or subscription to the BigID Software with which the Application will be enabled or used. You are fully responsible for compliance with these Terms of Use by anyone using the BigID App Marketplace or placing orders on its behalf.

**1.2. Types of Applications.** Some Applications are made available at no charge, and other Applications may require payment of fees. The listing for each Application will identify the fees application to each Application, if any, and the provider of the Application (“**Application Provider**”), which may be BigID or an independent, unaffiliated third party. Applications for which BigID is the Application Provider are “**BigID Applications**,” and Applications for which the Application Provider is a third party are “**Third Party Applications**”. In all cases, you may use Applications only with the BigID Software with which they are designed to be used (as identified in the Application’s listing).

**1.3. Using the BigID App Marketplace.** You can access and use the BigID App Marketplace at the URL <http://marketplace.bigid.com>, or other such URL as BigID may provide from time to time. To receive a license to use an Application, you will have to complete an “Order”, which may include any order, purchase, installation, trial, download or provisioning of an Application (including its renewals and upgrades), through the BigID App Marketplace or other processes or interfaces we make available. All Orders are subject to these Terms of Use.

## 2. Your Orders

**2.1. Order Details.** When You place an Order for an Application, your Order will identify the Application, the Application Provider, and any other details and/or restrictions that may apply, including your authorized scope of use of the Application and license or subscription term, as applicable. Once your Order is accepted by BigID, BigID will provide with you access to the applicable Application.

**2.2. Paid Applications.** To receive access to paid Applications, you must pay BigID the fees, including all taxes, as set forth on the applicable Order. The subscription duration for all paid Applications shall be the remainder of the then-current term of your Master Software License Agreement with BigID. For any Third

Party Application, you acknowledge and agree that BigID is the Application Provider's commercial agent and that you are required to make any related payments directly to BigID, and your sales contract with BigID includes these Terms of Use and the applicable Order. However, after you complete your Order, your usage of any Third Party Applications will be governed by the applicable EULA, as described in Section 3.

**2.3 Third Party Applications.** Notwithstanding Section 2.2, some Third Party Applications may be enabled or paid for through an Application Provider's own website ("**Third Party Paid Applications**"). Third Party Paid Applications will be identified in their listings or when you enable or pay for the Application. Section 2.2 (Paid Applications) and Section 2.4 (Return Policy) do not apply to Third Party Paid Applications, and these Third Party Paid Applications shall be subject to the applicable EULA and any terms imposed by the Application Provider at the point of sale.

**2.4. Return Policy.** Returns of and refunds for BigID Applications are governed by the BigID Application Terms. For Third Party Applications, you have thirty (30) days from the date you place your Order to cancel your Order and return the Application. If you cancel your Order of a Third Party Application within this 30-day period, BigID will refund the amount you paid for the applicable Third Party Application; you must cease using the Application; and you must delete any copies of the Application in your possession. Except as expressly provided in this Section 2.3, all Orders are non-cancelable and non-refundable.

**2.4. Trial Periods.** The BigID App Marketplace may offer free trial periods for Applications. After expiration of the trial period, if you do not place an Order for the Application, the Application will cease to function and you must cease using and delete your copies of the Application and any related license or access keys.

### **3. Use of Applications.**

**3.1. EULA.** Without limiting the disclaimers, restrictions or other provisions in these Terms of Use, usage of Applications is subject to the license or subscription terms, privacy policies and other applicable terms specified by the Application Provider ("**EULA**"). A EULA is typically included on the Application's listing page or presented through the Order process. You may not use an Application if you do not agree to the relevant EULA.

**(a) Third Party Applications.** Third Party Applications are subject to the third party's EULA, not the BigID Terms. By ordering, installing or enabling any Third Party Application, you are entering into the EULA directly with the applicable third party Application Provider. BigID is not a party to, or responsible for compliance with, any third party EULA, and does not guarantee any Third Party Application is adequate for your own needs.

**(b) BigID Applications.** If BigID is the Application Provider, your use of the BigID Application is governed by Master Software License Agreement.

**3.2. Support and Maintenance.** Any support and maintenance of Third Party Applications will be provided by the applicable Application Provider and only to the extent described in the applicable EULA. BigID is not responsible for any support and maintenance for Third Party Applications, and an Application Provider's failure to provide any support or maintenance does not entitle you to any refund. If BigID is the Application Provider, it will provide any support and maintenance in accordance with your Master Software License Agreement.

**3.3. Reservation of Rights.** Except for the rights explicitly granted to you in these Terms of Use and in the EULA for each Application, all right, title and interest (including intellectual property rights) in the BigID App Marketplace are reserved by BigID, and all right, title and interest (including intellectual property rights) in the Applications are reserved and retained by their respective Application Providers and licensors. Applications are provided on a license or subscription basis, not sold, and you do not acquire any ownership rights in the BigID App Marketplace or the Applications.

### **4. Data Collection and Sharing.**

**4.1. Order Information.** When you order a Marketplace Application through BigID, BigID will provide the Application Provider with the information you provide in completing the order, including your name, company name (if any), addresses (including e-mail address), phone number, amount paid for the Marketplace Application, and duration of subscription to the Marketplace Application.

**4.2. Third Party Application Provider Use of Data.** If you place an Order for a Third Party Application, you authorize the applicable Application Provider(s) to access or use certain data in the applicable BigID Software. This may include transmitting, transferring, modifying or deleting such data, or storing such data on Application Provider or third party systems. Any third party Application Provider's use of accessed data (whether data in the BigID Products or separately collected from you or your device) is subject to the applicable EULA. **BigID is not responsible for any access, use, transfer or security of data or information by third party Application Providers or by Third Party Applications, or for the security or privacy practices of any third party Application Provider, Third Party Application or their processors. You are solely responsible for your decision to permit any third party Application Provider or Third Party Application to access or use data to which you've granted access. It is your responsibility to carefully review the EULA, as provided by the applicable third party Application Provider.**

**4.3. BigID Use of Data.** Any data that BigID collects from you based on your use of the BigID App Marketplace and your Orders, or that it receives from third party Application Providers on your behalf is subject to the BigID Privacy Notice.

**4.4. Analytics and Usage Data.** In addition, you authorize the Application Provider and BigID (if BigID is not the Application Provider) to collect and use technical data and related information (including technical information relating to your device, system, and the Application), in non-personally identifiable form, to facilitate the provision of software updates, product support, marketing efforts and other services to you related to the Application. Application Provider and BigID (if BigID is not the Application Provider) may each use this information, as long as it is in a form that does not personally identify individual users, to improve their respective products or to provide services or technology to you (including with respect to BigID, the BigID App Marketplace and BigID Software).

## **5. Reviews of Applications.**

The BigID App Marketplace may allow users to post reviews (e.g., a star rating) of Applications and to post comments on your or other users' reviews.

**5.1. User Names Displayed.** Reviews and comments are posted under the name and profile of the user submitting the content. Users who do not want their names or other profile information (such as profile photographs) to appear may not post reviews or comments on the BigID App Marketplace.

**5.2. Rules for Reviews.** To make your reviews and comments useful to others:

- Reviews must be made in good faith after reasonable evaluation of the relevant Application.
- Users may post only one review per Application, unless the latter review reflects a good-faith rating change based on further evaluation. Any modified reviews will be marked as "edited".
- You (including anyone acting on your behalf) may not review or comment on your own Application, an Application owned by a company you work for, or those of competitors. As an exception, you may provide informational responses to support requests or other inquiries directed to you within the reviews or comments section of your Application listing.
- Reviews or comments unrelated to the relevant Application are prohibited.

**5.3. BigID Rights.** BigID reserves the right, in its sole discretion and for any reason at any time, to remove or edit any review or comment on the BigID App Marketplace. BigID does not claim ownership of the content of reviews or comments you post on the BigID App Marketplace. You hereby grant to BigID and its affiliates a nonexclusive, worldwide, irrevocable, perpetual, transferable, sublicenseable (through multiple tiers), fully paid-up, royalty-free license to use, distribute, reproduce, modify, excerpt, attribute, adapt, publicly perform and publicly display your review (in whole or in part) and to incorporate it into other works in any format or medium now known or later developed, and to permit others to do so.

## **6. Your Responsibilities.**

**6.1. Representations and Warranties.** You (including anyone acting on your behalf) represent and warrant that you have all necessary right, power and authority (i) to enter into and be legally bound by these Terms of Use, (ii) to place any Orders, and (iii) and to authorize Application Providers to access and use your data and information as described in Section 4, all without violation of any other agreements or policies.

**6.2 Compliance with Law and Reservation of Rights.** You must use the BigID App Marketplace and Applications in compliance with all applicable laws, rules and regulations.

**6.3. Indemnification.** You agree to indemnify, defend and hold BigID, its affiliates, and its and their employees, officers and directors, consultants, agents, independent contractors, subcontractors and legal advisors harmless from and against any claims by third parties, and any related damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment) arising out of your use of the BigID App Marketplace, your violation of these Terms of Use or the applicable EULA, your violation of any rights of a third party, or any content you submit to or publish on the BigID App Marketplace. You may not settle any such claim without BigID's prior written consent.

## **7. Term and Termination.**

**7.1. For Cause.** Your rights hereunder will automatically terminate upon your failure to comply with any of the provisions in these Terms of Use. In case of such termination, BigID may immediately revoke your access to the BigID App Marketplace without notice to you and without refund of any purchases, and you must cease all use of the BigID App Marketplace.

**7.2. Discontinuation of Marketplace.** BigID may terminate these Terms of Use without notice to you if BigID, in its discretion, discontinues the BigID App Marketplace.

**7.3. Effect on Applications.** If these Terms of Use terminate, your rights to use any previously obtained Applications will survive in accordance with the applicable EULA.

**7.4. Survival.** The following Sections will survive any termination or expiration of these Terms of Use: 3.3 (Reservation of Rights), 4 (Data Collection and Sharing), 5.3 (BigID Rights) and 6 (Your Responsibilities) through 10 (General).

## **8. Disclaimers and Limitations of Liability.**

**8.1. Third Party Applications.** Third party Application Providers are solely responsible for their Applications and any related content or materials included in their Applications. BigID has no liability or responsibility whatsoever for any Third Party Applications, including their accuracy, reliability, availability, security, data handling, data processing, completeness, usefulness or quality, even if BigID is hosting such Application. These disclaimers apply even if an Application complies with BigID's guidelines for Third Party Applications, and even if BigID has reviewed, certified, or approved the Third Party Application. Any use of Third Party Applications is at your sole discretion and risk. Application Providers are solely responsible for ensuring that any information they submit in connection with any Application Program is accurate, complete

and correct, and BigID is not responsible for the standards or business practices of any third party Application Provider (whether support, availability, security or otherwise), even if the Application has been granted any certification by BigID. You should always independently verify that any Third Party Applications or Application Provider business practices meet your needs. In addition, BigID is not responsible for any third party websites to which the BigID App Marketplace links or their terms of use or privacy policies. You should use your discretion when visiting third party websites.

**8.2. Removal of Applications.** At any time, BigID may remove an Application from the BigID App Marketplace in accordance with its applicable policies, and Application Providers may also update, modify or remove their own Applications at any time.

**8.3. Interoperability.** BigID makes no guarantee that any Applications will work properly with BigID Software or that Applications will continue to work with BigID Software as they change over time. Some Applications rely on hosted or cloud services provided by the Application Provider, and these Applications may not function properly or may become inoperable if those services are discontinued.

**8.4. Disclaimer of Warranties.** To the maximum extent permitted by law, BigID offers the BigID App Marketplace “AS IS” and “AS AVAILABLE”, and BigID hereby disclaims all warranties, whether express, implied or statutory, including but not limited to any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose, relating to the BigID App Marketplace or these Terms of Use.

**8.5. Limitations of Liability.** To the maximum extent permitted by law, in no event will BigID be liable for any direct, indirect, consequential, special, exemplary, punitive or other liability related to the BigID App Marketplace or any Third Party Applications, including for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business or costs of delay. If the foregoing disclaimer of direct damages is not enforceable at law for any reason, in no event will BigID’s aggregate liability to you under these Terms of Use exceed the greater of (1) the amount you paid to BigID for the Third Party Application related to your claim, or (2) one hundred dollars (\$100).

**8.6. Disclaimers and Limitations of Liability for BigID Applications.** Section 8.4 (Disclaimer of Warranties) and 8.5 (Limitations of Liability) do not alter the disclaimers or limitations of liability for BigID Applications in your Master Software License Agreement (if any), which continue to fully apply.

**8.9. BigID Affiliates and Contractors.** You acknowledge and agree that BigID’s affiliates, contractors and service providers may exercise all rights of BigID under these Terms of Use, and that all limitations of liability and disclaimers in these Terms of Use apply fully to and benefit BigID’s affiliates.

## **9. Dispute Resolution; Governing Law.**

BigID is located in New York, so all disputes must be resolved there. BigID will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Service.

**9.1. Generally.** In the interest of resolving disputes between you and BigID in the most expedient and cost effective manner, you and BigID agree that any dispute arising out of or in any way related to these Terms or your use of the BigID App Marketplace will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms of Use or your use of any Application, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms of Use. YOU UNDERSTAND AND

AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BIGID ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**9.2. Exceptions.** Despite the provisions of the Section 9.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

**9.3. Arbitrator.** Any arbitration between you and BigID will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting BigID. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

**9.4. Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or email (“Notice”). BigID’s address for Notice is: 165 Mercer Street, 4th Floor, New York, NY 10012 or [legal@bigid.com](mailto:legal@bigid.com). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or BigID may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or BigID must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, BigID will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by the Company in settlement of the dispute prior to the arbitrator’s award; or (C) \$1,000.

**9.5. Fees.** If you commence arbitration in accordance with this Section 9, BigID will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (in accordance with the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse BigID for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

**9.6. No Class Actions.** YOU AND BIGID AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BigID agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

**9.7. Modifications to this Arbitration Provision.** If BigID makes any future change to this arbitration provision, other than a change to BigID’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to BigID’s address for Notice, in which case this arbitration

provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and BigID.

**9.8. Enforceability.** If Section 9.6 is found to be unenforceable or if the entirety of this Section 9 is found to be unenforceable, then the entirety of this Section 9 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue set forth in Section 9.9 below will govern any action arising out of or related to these Terms or your use of the Service.

**9.9. Choice of Law; Venue.** These Terms will be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. If a lawsuit or court proceeding is permitted under these Terms, then you and the Company agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within New York, New York.

## **10 Miscellaneous**

**10.1. Changes to Terms.** BigID may modify these Terms of Use at its sole discretion by posting the revised terms on the BigID App Marketplace. BigID will provide notice of any modifications via an alert on the BigID App Marketplace, and your continued use of the BigID App Marketplace (including any future Orders) after the effective date of the modifications constitutes your acceptance of the modified terms. For clarity, the version of these Terms of Use in place at the time of your Order will apply for purposes of that Order. Except as provided in this Section 10.1, all changes or amendments to these Terms of Use require the written agreement of you and BigID.

**10.2. Reporting Copyright and Trademark Violations.** If you believe that any Application or other content in the BigID App Marketplace violates your copyright, please notify BigID's copyright agent in writing in accordance with BigID's Copyright Infringement Notice & Takedown Policy, a current version of which can be found [here](#).

**10.3. Contact Information.** For communications concerning these Terms of Use (other than copyright and trademark concerns covered in Section 10.2), contact [legal@bigid.com](mailto:legal@bigid.com). BigID may send you notices through your BigID account or to your email address that is on file with BigID.

**10.4. Entire Agreement.** These Terms of Use constitute the entire agreement between the parties with respect to their subject matter and supersedes any and all prior or contemporaneous agreements between the parties with respect to their subject matter; provided, however, that if you have a Master Software License Agreement in place with BigID, nothing herein amends or otherwise supersedes such Master Software License Agreement.

**10.5. Interpretation.** If any provision of these Terms of Use is held invalid by a court with jurisdiction over the parties to these Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect. BigID's failure to enforce any provision of these Terms of Use will not constitute a waiver of BigID's rights to subsequently enforce the provision. In these Terms of Use, headings are for convenience only and terms such as "including" are to be construed without limitation.

**10.6. Assignment.** You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms of Use or Your rights under these Terms or delegate performance of Your duties under these Terms of Use without BigID's prior consent, which consent will not be unreasonably withheld. BigID may freely assign, transfer and delegate its rights and obligations under these Terms of Use. Subject to the foregoing restrictions, these Terms of Use will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**10.7. Relationship.** The parties are independent contractors. These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

**10.8. Export Laws and Regulations.** The BigID App Marketplace and Applications may be subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the BigID App Marketplace and Applications. You shall not access or use the BigID App Marketplace or any Applications if You are located in any jurisdiction in which the provision of the BigID App Marketplace or any Applications or other components is prohibited under U.S. or other applicable laws or regulations (a **"Prohibited Jurisdiction"**) and You shall not provide access to the BigID App Marketplace or any Applications to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit any person or entity to access or use the Marketplace or any Application in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You are located.