

Last Updated: July 29, 2022

THEHIVE 5 GENERAL TERMS – (Community Version)

These 'TheHive 5 General Terms – Community Version' ("**General Terms**") are entered into between StrangeBee SAS, a French Joint stock company, incorporated with the Trade and Companies Register of Paris under number SIREN 844 289 520, having its registered office at 10 Rue de Penthièvre, 75008 Paris, France, VAT number: FR13844289520 ("**StrangeBee**") and the customer accepting these General Terms ("**Customer**").

By downloading, installing, accessing or using TheHive5 Software, you agree to these General Terms. If you are entering into these General Terms on behalf of the Customer, you represent that you have the authority to bind said Customer.

StrangeBee hereby reserves the right to change, modify, amend, or update these General Terms from time to time and such amended provisions of these General Terms shall be effective immediately upon being posted on the Website [<https://strangebee.com/terms/license/TheHive-5-Community-License-General-Terms-latest.pdf>]. You can determine when these General Terms were last revised by referring to the 'Last Updated' date at the top of these General Terms. Your continued use of the TheHive5 Software shall be deemed to signify your acceptance of these provisions or amended provisions of these General Terms.

StrangeBee reserves the right to at any time cease provision of or alter the features, specifications, capabilities, functions, general availability or any other characteristics of the Software.

Please see Section 11 for a full list of definitions of the capitalized terms which are not otherwise defined in these General Terms.

1. License.

1.1. Grant of License. Subject to the terms and conditions of these General Terms, StrangeBee hereby grants to the Customer a limited, non-sublicensable, non-exclusive, non-transferable license during the applicable Subscription Term to: (a) install, or have installed, one copy of the Software within the Customer Network, and (b) use the Software in accordance with the Documentation within the Customer Network in accordance with the Software's Community License Plan [TheHive License Plans \(strangebee.com\)](#) and subject to the applicable user license limits under these General Terms ("**License**").

1.2. Authorized Users. The License granted to Customer in Section 1.1 above shall extend only to Authorized Users. Customer shall ensure that Authorized Users

comply with terms and conditions of this Agreement while using the Software. Each login ID and password may be used by one (1) Authorized User only. Login IDs and passwords may not be used / reused by any user other than the Authorized User it was initially set up for. Use of a single login ID by multiple Authorized Users shall constitute a breach of this Agreement. If an Authorized User no longer is allowed or needs to access the system for any reason, Customer shall promptly deactivate the login ID and password. The issuance of any new login ID for a new Authorized User shall not increase the number of Authorized Users beyond the procured License limit.

- 1.3. Permitted Usage and License Restrictions. The License can only be used in accordance with the Community License Plan and primarily for an initial discovery, testing, training, and education purposes. Unless otherwise specified in these General Terms, the Customer may not: (a) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Software, or knowingly permit or encourage any third party to do so, (b) re-sell, sub-license or distribute the Software (in its whole or any part thereof) (c) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties, (d) use the Software in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Software, (e) use the Software or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency, or (f) remove, obscure, or alter any copyright notice, trademarks, logos and tradenames, or other proprietary rights notices affixed to or contained within the Software or in any other way (g) commercially exploit the Software or attempt to do so including but not limited to making available any Software-as-a-Service, Platform-as-a-service, Infrastructure-as-a-Service or other similar service or software that competes with the StrangeBee's Software.
2. Limited Rights. The Customer's rights in the Software will be limited to those expressly granted in this Section 1. StrangeBee reserves all rights and licenses in and to the Software not expressly granted to the Customer.
3. Support Services. For any queries/user support the Customer has the privilege to connect with TheHive Community @ <https://chat.thehive-project.org>.
4. Ownership. The license granted in Section 1 confers no ownership rights to the Customer and is not a sale of any rights in the Software, the Documentation, the media on which either is recorded or printed, or in any intellectual property rights of StrangeBee. StrangeBee shall own and retain ownership of all right, title, and interest in and to (i) the Software and any copies thereof; (ii) the Documentation and any copies

thereof; (iii) any ideas, suggestions, or feedback relating to the Software and Documentation (“**Feedback**”); and (iv) all Intellectual Property Rights embodied within, and the derivative works thereof.

5. Confidentiality Obligations. The Customer agrees that unless specifically provided herein, the Software including its designs and structure constitute confidential and proprietary information of StrangeBee and shall not directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of StrangeBee to any third party.
6. Disclaimer of Warranties. STRANGEBEE HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. THE CUSTOMER UNDERSTANDS THAT ‘TheHive’ IS A SECURITY INCIDENT MANAGEMENT TOOL ONLY AND IS NOT A SUBSTITUTE FOR SECURITY MEASURES.
7. Indemnity Obligations. The Customer shall at their own expense, fully indemnify and hold StrangeBee (including any affiliates, officers, directors and employees) harmless from and against any and all claims, actions, liabilities, losses, damages, judgements, grants, costs and expenses, including any attorney fees arising out of any use of the Software by the Customer or any party acting upon the Customer’s authorisation in a manner that is not expressly authorised under these General Terms.
8. Limitation of Liability. STRANGEBEE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR DIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE GENERAL TERMS. THE FOREGOING SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
9. Term and Termination.
 - 9.1. Term. These General Terms shall begin when the Customer downloads or installs the Software and will remain in effect throughout Subscription Term unless terminated earlier in accordance with this Section 9.
 - 9.2. Termination for Breach. If the Customer breaches any of its conditions or obligations as mentioned under these General Terms, the License granted will terminate automatically and permanently and the provisions provided under 9.4 shall apply.

- 9.3. Termination on Upgrade. These General Terms shall automatically terminate If the Customer chooses to upgrade from the Community License Plan to any other license plan (Gold or Platinum) as made available here [TheHive License Plans \(strangebee.com\)](https://www.strangebee.com/licenses).
- 9.4. Effect of Termination/Expiration. Upon any termination or expiry of these General Terms, all Support Services and Software licenses granted pursuant to these General Terms shall immediately terminate. At such time, the Customer must immediately cease the use of the Software and permanently destroy/delete the Software and all copies and portions thereof, in all forms and types of media.
- 9.5. Survival. The rights and obligations of the parties contained in Sections 4, 5, 6, 7, 8, 9.4, 9.5 and 10 will survive the termination of these General Terms.

10. General.

- 10.1. Governing Law and Jurisdiction. These General Terms will be governed by and construed in accordance with the laws of France without regard to its conflicts of law provisions. Any legal action or proceeding arising under these General Terms will be brought exclusively to the courts at Paris, France and the parties hereby consent to this jurisdiction and venue.
- 10.2. Third-Party Software. To use the Software, the Customer may need to install on its Customer Network certain other software or components that are licensed or are available in the public domain including open-source software (the “**Third-Party Software**”). StrangeBee has no proprietary interest in or to such Third-Party Software and the Third-Party Software is not licensed under these General Terms. The Customer’s rights in the Third-Party Software are governed by and subject to the terms and conditions set forth in their applicable license(s).
- 10.3. Relationship of Parties. The parties to these General Terms are independent contractors and these General Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.
- 10.4. Assignment. The Customer is not authorised to assign any rights or obligations under these General Terms, in whole or in part.
- 10.5. Severability. The invalidity or unenforceability of any provision of these General Terms shall not affect the validity or enforceability of any other provision of these General Terms.

10.6. Waiver. The failure of StrangeBee to enforce at any time the provisions of these General Terms, or the failure to require at any time performance by the other party of any of the provisions of these General Terms, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of these General Terms shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

11. Definitions.

11.1. “**Authorized User**” means a named individual that: (a) is an employee, representative, consultant, contractor or agent of the Customer or their Affiliates; (b) is authorized to use TheHive Cloud Platform pursuant to this Agreement; and (c) has been supplied a user identification and password by the Customer.

11.2. “**Customer Network**” means the hardware and software components within the Customer’s internal computer network at Customer’s designated location or that of Customer’s designated hosting provider.

11.3. “**Community License Plan**” means the relevant license plan as provided here: [TheHive License Plans \(strangebee.com\)](http://TheHive License Plans (strangebee.com)).

11.4. “**Documentation**” means any written, electronic, or recorded work, if any, provided by StrangeBee to Customer, that describes the functions and features of the Software.

11.5. “**Software**” means the computer software: The Community Edition of ‘The Hive5’, including any Updates thereto.

11.6. “**Subscription Term**” for the Community License Plan is unlimited. However, StrangeBee reserves the right to change it at its own discretion at any time.

11.7. “**Updates**” means subsequent releases of the Software and/or the Documentation provided hereunder, such as (a) bug or error fixes, patches, workarounds, and maintenance releases, and (b) releases that introduce new and significant features and functionality.