

# Seculyze - Standard Contract Addendum

Updated on 9 October 2024

## 1 Preamble

- 1.1 **Microsoft Standard Contract.** Microsoft has created a standard agreement (the “**Standard Contract**”) that publishers can use to offer their software on the Azure Marketplace in order to facilitate a transaction between publishers and customers on Azure Marketplace.
- 1.2 **Addendum to the Standard Contract.** This addendum to the Standard Contract (“**Standard Contract Addendum**” or “**SCA**”) has been established and agreed upon by Customer and Seculyze (“**Publisher**”), acting as an addendum to the Standard Contract previously signed within the Azure Marketplace and AppSource Marketplace by both parties (collectively the “**Agreement**”).
- 1.3 **Integral part of Standard Contract.** The conditions outlined within this SCA are to be viewed as an integral part of the Standard Contract. Unless explicitly defined otherwise within this document, all terminology will carry the same definitions as found in the Standard Contract.
- 1.4 **Precedency.** In case any disagreement or contradiction arises between this SCA and the Standard Contract, this SCA shall take precedence and act as the deciding authority. Notwithstanding, any specific terms set out in the Order shall take precedence over the terms in this SCA.
- 1.5 Recognizing the mutual interest of both the Customer and Publisher in purchasing the Offering under the Standard Contract, the amendments below have been agreed upon.

## 2 Definitions

2.1 **Terms and acronyms used.** Defined terms and expressions with capital letters shall have the meaning defined in the Standard Contract or as defined below:

“Customer’s Microsoft Active Directory”	Means the Azure Active Directory (Azure AD), which is a cloud-based identity and access management service that is licensed by the Customer
“Documentation”	means also, in addition to the meaning set out in the Standard Contract, Appendix A – Product Description.
Customer Employee	Means an employee of the Customer. Includes both parttime and permanent employment.
Customer Consultant	Means an employee of the Customer. Includes both parttime and permanent employment.
“Intellectual Property Rights”	means copyrights, patents, utility models, trademarks, trade names, topography rights, design rights and rights in databases or applications for such in all cases whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect anywhere in the world.
“Licence”	means the licence granted by Licensor to Customer in clause 3 and pursuant to the Standard Contract.
“Restricted Personal Data”	means any Personal Data, save for the following information: IP address’ or other technical network information, e-mail and username as well as any technical information normally generated by Microsoft software and services in conjunction with the aforementioned information.
Section	Means a section within the Standard Contract that may be altered, updated or clarified pursuant to this SCA.
“Software”	means the software provided by Publisher to Customer on Azure Marketplace.
Seculyze/Publisher	Means Seculyze  Lathyrusvej 11, 3500 Vaerloese  Denmark  Company/VAT number: DK42004332  Our website address is: <a href="http://seculyze.com">http://seculyze.com</a> .

## 3 Licence

3.1 **Supplements to Section I ('License to Offerings'):**

3.2 **Licence grant.** The Licence granted to Customer is a subscription licence to access and use the Offering on a per-user basis. The use may take place by any employee of Customer, by their auditors

and other advisors, consultants, and contractors, provided the use occurs on behalf of or to the benefit solely of Customer in accordance with the user metric and such user is registered in the Customer's Microsoft Active Directory.

- 3.3 **Licence type.** The type of licence granted to user is specified in the Order. The description of the features and functionality is set out in Appendix A – Product Description as well as the rest of the Documentation.
- 3.4 **Payable User Metric.** For the purpose of calculating payable users the following shall apply: A Payable User shall be deemed a Customer Employee with an enabled user account in Customer's Microsoft Active Directory, regardless of whether the Employee is actively using the Offerings. The number of Payable Users shall be calculated as the total count of Employees with a unique id in the Customer's Microsoft Active Directory as of the date of each invoice. The Publisher reserves the right to verify the number of users registered in Customer's Microsoft Active Directory at any time. Payable Users are payable monthly in advance.
- 3.5 **Usage Restrictions:** The Offerings shall not be used by more than the licenced number of users. If the number of users exceeds the Licenced quantity, Customer shall either reduce its usage or promptly order and pay for additional licences.
- 3.6 **Use with third-party software.** The Customer is permitted to use the Offering in coordination with other products, technologies, and services that have been separately acquired and installed by the Customer from third-party providers. Such interactions might involve the exchange of Customer Data with the Offering. The Customer acknowledges that the use of any third-party product or integration will be entirely at their own risk, and any issues or discrepancies that arise from their use will not be the responsibility of the Publisher.
- 3.7 **Licence to Customer Data.** The Customer authorises the Publisher and its affiliates a revocable, non-exclusive, non-sublicensable, worldwide royalty-free right and Licence to utilise the Customer Data to the extent necessary to fulfil its obligations under the Standard Contract. The Publisher and its affiliates are also granted a non-exclusive, perpetual, worldwide, royalty-free right and Licence to compile and use Customer Data for the purpose of research, development, modification, improvement, or support of the Publisher's services, under the condition that such data is used in an anonymous or aggregated form.
- 3.8 **Copying of Documentation.** Customer may in its discretion copy Documentation in any number and distribute such copies for Customer's internal use of the Software.
- 3.9 **Remote Access.** Subject to clause 3.5 Publisher agrees that no restrictions or additional fees shall apply to or be implied by Customer's use of the Software in technologies which allows for the users to access the Software outside Customer's locations.
- 3.10 **Outsourcing.** Customer may engage a third-party service provider to use, host, operate and/or maintain the Offerings on its behalf without incurring any additional charges. Customer shall notify its third-party service providers of the terms and conditions applicable to the Offerings. Customer shall be liable for any breach of the Agreement by its third-party service providers.

## 4 Privacy and Customer Data

- 4.1 **Section II ('Privacy') is updated to clarify:**
- 4.2 **Data processor.** Customer acknowledges that by engaging Publisher under the Agreement, Customer act as data controller and Publisher as data processor when provision of the Offerings includes processing of Personal Data.
- 4.3 **Data processing agreement.** The handling of Personal Data by Publisher under the Agreement is subject to Publisher's Data Processing Agreement ("DPA").

- 4.4 **Parties' responsibilities.** Customer acknowledges that it is responsible for ensuring compliance with all Data Protection Laws that are applicable to it while using the Offering. Publisher acknowledges its responsibility as data processor to comply with Data Protection Laws applicable to it while providing the Offerings. These responsibilities and further described in the DPA.
- 4.5 **Restricted Personal Data.** The Offering is not designed for the collection of any Restricted Personal Data (excluding IP addresses and other unique, non-personal identifiers necessary for performance of the Software). It is the Customer's responsibility to prevent the transfer of any such Restricted Personal Data to Publisher.
- 4.6 **Deletion of Restricted personal data.** If either Party becomes aware that Restricted Personal Data has been or is being collected or displayed via the Offering, both Parties agree to cooperate in good faith to delete any such Restricted Personal Data from the Offering.
- 4.7 **Data Retention.** The Customer Data collected through the Offering will be accessible for Customer's use in accordance with the retention period applicable for Customer's licence type. Once this retention period expires, Customer Data will become inaccessible to Customer and will be deleted.
- 4.8 **Data location.** All Customer Data is processed and stored at a Microsoft Azure Cloud Datacentre located within the EU.

## 5 Support and SLA

- 5.1 **Section IV ('SLAs') is updated to clarify:**
- 5.2 **SLA:** With reference to section IV this clause 5 shall be deemed to be the SLA as communicated to the Customer.
- 5.3 **General support.** The general support related to the Offerings is the Documentation provided by Publisher. In the event Customer is not able to resolve issues based on the Documentation, Publisher offers an online support and chat.
- 5.4 **Support Availability.** Support services for the Offerings are available during normal business hours (i.e. Mon-Fri, 9 am to 5 pm CET), except for planned downtime for system maintenance.
- 5.5 **Support Requests.** Support requests can be made through the designated support portal provided by Publisher or through the Microsoft Azure Marketplace, if available. Customer should provide all necessary details regarding the issue, including error messages, screenshots, and steps to reproduce the issue, if applicable.
- 5.6 **Issue Resolution:** Publisher will use reasonable efforts to resolve any support request in a timely manner. However, Publisher cannot guarantee that every issue will be resolved. Some issues may require a software update or may be due to factors beyond Publisher's control.
- 5.7 **Exclusions:** The support services do not cover issues caused by Customer's misuse of the Offering, modifications to the Offering not made by Publisher, or issues related to the Microsoft Azure platform itself.
- 5.8 **Updates and Upgrades:** From time to time, Publisher may release updates or upgrades to the Offering. These updates and upgrades will be made available to Customer at no additional cost.

## 6 Audit

- 6.1 **Section V ('Verifying Compliance') is replaced in entirety with the following:**
- 6.2 **Compliance Monitoring.** Customer will be responsible for monitoring its own compliance with the terms of the Agreement, including but not limited to the proper use of the Offerings and the adherence to usage restrictions.

- 6.3 **Customer's Audit Right.** Customer has the right to appoint a reputable independent third-party auditor to audit Publisher's compliance with the terms of the Agreement, including its performance of the Offerings. Audits will be conducted during regular business hours at Publisher's offices, and shall not unreasonably interfere with Publisher's business activities.
- 6.4 **Exclusion of Certain Information.** The audit will be limited to information necessary to verify compliance with the Agreement and expressly exclude any information relating to other customers of Publisher and Publisher's proprietary information.
- 6.5 **Limitation on Audit Right.** Customer's right to audit is limited to twice per year.
- 6.6 **Audit Notice:** Customer will provide Publisher with at least thirty (30) days' notice of its intent to conduct an audit.
- 6.7 **Remediation.** If an audit reveals that Publisher is not in compliance with the Agreement, Publisher will have a reasonable period of time, not exceeding thirty (30) days, to cure any deficiencies. If Publisher fails to cure material deficiencies, Customer may terminate the Agreement without notice.
- 6.8 **Audit cost.** Without limiting Customer's right to seek damages Customer will bear all costs associated with the audit unless the audit concludes that Publisher is in breach of the Agreement.
- 6.9 **Confidentiality and data security.** Customer and its auditors will keep any non-public information obtained during an audit confidential, except as required by law or as necessary to enforce this Agreement. Customer and its auditor will comply with all applicable data security laws and regulations during the audit, including those regarding the handling and safeguarding of Personal Data

## 7 Representation and warranties

- 7.1 **Section VI ('Representation and Warranties') is updated to clarify:**
- 7.2 **CUSTOMERS RESPONSIBILITY.** THE PURPOSE OF THE OFFERING IS TO ASSIST CUSTOMER BY ALLOWING CUSTOMER TO PROCESS AND INTERPRET DATA AND INFORMATION DERIVED FROM MICROSOFT SENTINEL AND OTHER RELEVANT DATA SOURCES. WHILE THE OFFERING IS DESIGNED TO FACILITATE THE ANALYSIS AND UNDERSTANDING OF SUCH DATA, PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE OUTPUT GENERATED BY THE OFFERING WILL BE ERROR-FREE OR ALWAYS ACCURATE. THE DATA USED TO PROVIDE THE OUTPUT IN THE OFFERING IS TRANSPARENT AND ACCESSIBLE TO CUSTOMER, AND CUSTOMER IS EXPECTED TO REVIEW AND VERIFY THE ACCURACY AND APPROPRIATENESS OF THE OUTPUT GENERATED BY THE OFFERING. PUBLISHER DISCLAIMS ANY AND ALL LIABILITY FOR DECISIONS MADE OR ACTIONS TAKEN BASED ON RELIANCE ON SUCH OUTPUT. THE RESPONSIBILITY TO CONFIRM THE ACCURACY OF THE OUTPUT AND ITS APPLICABILITY TO CUSTOMER'S SPECIFIC NEEDS AND SECURITY RESTS SOLELY WITH CUSTOMER.
- 7.3 **LIMITED WARRANTY.** PUBLISHER MAKES NO WARRANTY THAT THE OFFERING WILL MEET CUSTOMER'S EXPECTATIONS, BE ERROR-FREE, OR AVAILABILITY BE UNINTERRUPTED. THE PUBLISHER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS, OR SCRIPTS THAT CUSTOMER PROVIDES TO PUBLISHER RELATED TO THE OFFERINGS, OR ANY ACTIONS TAKEN BY PUBLISHER AS DIRECTED BY CUSTOMER.

## 8 Termination

- 8.1 **Section X ('Term and Termination') is updated to clarify:**
- 8.2 **Customer's termination without cause.** Notwithstanding section X letter b, Customer may terminate the Agreement without cause by providing at least 30 days' notice to the end of a month. All other parts of section X letter b remain unchanged.

8.3 **Publisher's termination without cause.** Notwithstanding section X letter b, Publisher may terminate the Agreement without cause depending on the licence type set out in the Order:

- (a) **Basic Licence notice.** No less than 60 days' notice to the end of a month.
- (b) **Professional Licence notice.** No less than 90 days' notice to the end of a month.
- (c) **Enterprise Licence notice.** No less than 180 days' notice to the end of a month.

All other parts of section X letter b remain unchanged.

8.4 **Sanctions Compliance and Termination Clause.** If a party or any of its owners, controlling persons, or officers is on any sanction list issued by the United Nations, the European Union, the United Kingdom, Norway, or the United States of America, the other party may terminate the agreement immediately without liability. In such event, the terminating party shall not be obligated to pay any outstanding fees.

## 9 Miscellaneous

9.1 **Section XI ('Miscellaneous') is updated to clarify:**

9.2 **Governing law and venue.** The Agreement, any dispute arising out of or in connection with the Agreement, shall be subject to Danish law. The Parties irrevocably agree that Danish Maritime and Commercial High Court shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom. The international sale of goods act does not apply.

9.3 **Section XI letter a is replaced in entirety with the following**

9.4 **Entire Agreement.** This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement.

If there is a conflict between any parts of this Agreement, the following order of precedence will apply:

1. Order;
2. This SCA;
3. The Standard Contract;
4. and Documentation.

9.5 **Section XI letter o, is hereby added to the Agreement, as follows:**

9.6 **Publicity.** Subject to confidentiality terms in this agreement and unless otherwise agreed in writing, both Parties may reasonably use, without the other Party's prior written consent, the name and logo of the other party and the fact that the Publisher has been or is providing services to Customer. In no event may such information be used in any way to damage, harm, or otherwise bring the other Party publicly in discredit. In such event, the Party claiming to be damaged, harmed, or discredited shall notify the other Party, who shall, without undue delay, stop such use of the Party's name and logo.

## Appendix A. Product Description

### 1 General

- 1.1 This appendix sets out a description of the Offering. The Offering depending on the licence set out in the Order. Publisher offers 3 different types of licences:
- (a) **Basic Licence**
  - (b) **Professional Advanced Licence**
  - (c) **Enterprise Licence**
- 1.2 All licences come with online support, retention of data, infrastructure, 2-click installation and materials for onboarding of the Offering.
- 1.3 All licenses Product Description also appears from: <https://seculyze.com/products/pricing/>
- 1.4 The Customer acknowledges that the Publisher may update and alter the Product Description without notice, always provided that the quality and features are not deteriorated.

## 2 BASIC LICENCE

### 2.1 Overview

This basic licence ("**Basic Licence**") is a software offering designed to enhance the alerts and operations of Microsoft Sentinel installations. The software aims to reduce alert fatigue, increase visibility into the security environment, and facilitate quicker response to threats. The Basic Licence provides out-of-the-box, best practice enrichment, and calibration for Microsoft Sentinel. It includes the Seculyze Alert Triage tool, which aids in reducing alert fatigue by automatically triaging alerts and prioritizing the most important ones.

### 2.2 Features

The Basic Licence includes the following features:

- (a) Enrich:
  - (i) Threat Intelligence on Defender and Sentinel Alerts
  - (ii) Ongoing External OSINT Integration
  - (iii) Internal Data Source Integration
  - (iv) View and Explore your Enriched Alerts
- (b) Calibrate:
  - (i) Ongoing recommendations on best practice Microsoft setup
  - (ii) 1-click bulk update of alert rules
  - (iii) Alert Rule Calibration and Recommendations
  - (iv) Microsoft Alert Rule Integration
  - (v) Log Source Calibration and Recommendations
  - (vi) Configurations Calibration and Recommendations
  - (vii) SKU Level Optimization
  - (viii) Cost Optimization for Log Sources

- (ix) Customizable Value Settings
- (x) Automated Rule Deployment

### 2.3 **Additional**

The Basic licence includes the following additional features:

- (a) Online support
- (b) Two-Way Data Sync
- (c) Easy installation
- (d) In-App Onboarding & How-To Guides
- (e) Multiple User Privilege Levels
- (f) Customizable URL

## 3 **PROFESSIONAL LICENCE**

### 3.1 **Overview**

This professional Licence ("**Professional Licence**") is a software offering that includes all the features of the Basic Licence, with additional enhancements. These include custom rule development and tuning to cater to specific organizational needs, integration with threat intelligence sources to provide additional context for alerts, and incident response support to help organizations respond to security incidents efficiently and effectively.

### 3.2 **Features**

The Professional Licence includes the following features in addition to those listed in under the Basic Licence:

- (a) Tune:
  - (i) Seculyze Classification ML
  - (ii) Customizable Automation Settings
  - (iii) 1-Click Close False Positives
  - (iv) Auto-handle False Positives
  - (v) Automatic indication of True Positives
- (b) Enrich:
  - (i) Custom Tags on your Sentinel incidents through Seculyze
- (c) Calibrate:
  - (i) Third-party Alert Rule Integration

### 3.3 **Additional**



The Professional licence includes the following additional features in addition to those listed in under the Basic Licence:

- (a) Sentinel Cost Optimization
- (b) Defender Cost Optimization

#### 3.4 **Add-Ons**

The Professional licence includes the option to add the following features for an additional monthly fee:

- (a) Auto-Generate Documentation
- (b) Single Sign-On (SSO)
- (c) Your Own Managed Key to control data encryption

## 4 **ENTERPRISE LICENCE**

### 4.1 **Overview**

This enterprise licence ("**Enterprise Licence**") includes all the features of the Professional Licence, with additional capabilities and possible add-ons. The Enterprise Licence is designed to streamline security operations, allowing teams to focus more on critical tasks such as threat investigation and response by providing efficiency in the MDR and IR functions adding advanced tuning functionality, advanced calibration, and long retention for improved false-positive hunting.

### 4.2 **Features**

The Enterprise Licence includes the following features in addition to those listed in under the Professional Licence:

- (a) Segregated Infrastructure with Own Namespace

## 5 **DISCLAIMER**

Publisher does not provide managed services. Publisher provides software that allows the Customer to use and benefit from the features if correctly managed by Customer. Customer is required to have existing Microsoft Sentinel installations.