

These Terms and Conditions outline operational and business rules for this program and are governed by your (i.e., participant of this program) acceptance when enrolling in the Microsoft Connected Security Program. By participating in this program, you re-affirm your acceptance of the Program including but not limited to Section 9(e) (Customer information privacy) and agree to be bound by these Terms and Conditions. SECTION A: PROGRAM OVERVIEW

### **A1: Program Goals**

This Microsoft Connected Security Program ("Program") aims to provide eligible customers with the opportunity to collaborate on today's security challenges, to engage in best practice discussions, and to connect with Microsoft Executive Security Advisors (ESAs) and other Microsoft security professionals to receive insights and guidance to help our customers better understand and navigate today's cyber security threat landscape.

## **A2: Program Summary**

The Microsoft Connected Security Program invites customers to receive Security insights and to collaborate and discuss security best practices related to modern security operations, cyber threat intelligence, remediation, response, and recovery. Once accepted into the Program, participating customer will receive a welcome email which includes a program overview and FAQ, an invitation to a public Teams channel where customers can communicate with each other as well as Microsoft security professionals, have the opportunity to ask and get answers to security best practice questions, to receive access to Microsoft security insights, and receive invitations to regular sessions with ESAs and other security professionals.

## **SECTION B: PROGRAM SCOPE AND PERIOD**

This Program is a U.S. Program. The Program will be available beginning November 1, 2021. Microsoft reserves the right to modify, alter, amend, or cancel the Program at any time without notice.

## **SECTION C: ELIGIBILITY REQUIREMENTS**

# **C1: General Requirements**

For purposes of this Program, an eligible customer is any Microsoft Enterprise, Commercial, Strategic customer in the United States. In order to participate in the Program, Participant must be a customer in good standing with Microsoft and affirmatively accept the terms and conditions of this Program. In addition, Participant must agree to be in strict compliance with the Program Terms and Conditions, the terms and conditions of any agreement between Participant and Microsoft, and any Microsoft policy or procedure applicable to Participant. **Program membership is not transferable.** 

#### **SECTION D: CUSTOMER OFFER**

#### D1: OFFER

- Access to threat intelligence content from Microsoft security teams including the 2021 Microsoft Digital Defense Report
- An invitation to monthly guidance calls with our ESAs sharing the latest security threat intelligence, best practices, and guidance
- Participation in an ongoing Microsoft Teams community to connect with other security professionals both at Microsoft and other organizations.
- The opportunity to ask questions of these professionals related to security insights, best practices, and guidance.
- The opportunity to take a virtual tour of the Microsoft Cyber Defense Operations Center (CDOC)
- An invitation to a quarterly connection call featuring Microsoft security professionals

#### **SECTION E: PARTICIPANT REQUIREMENTS**

#### Participants agree to:

- 1. Provide contact information via the registration process
- 2. Receive regular Program communications and session invitations from Microsoft via email and Microsoft Teams communication
- 3. Receive periodic promotional emails from Microsoft

By registering for this Program you are agreeing to receive both Program emails and promotional emails from Microsoft. You may opt out of either of these at any time by clicking unsubscribe within the emails. Unsubscribing from Program or promotional emails will not remove you from the Program. You may exit the program at any time by sending notification to MCSP@microsoft.com

By registering for this Program, you are agreeing to be invited to a Microsoft Teams channel that includes Microsoft security professionals as well as security professionals from other Microsoft customers. In this channel you will have the opportunity to communicate via Teams chat and Teams Meetings and you will receive invitations to meetings that will be attended by Microsoft professionals and Microsoft customers. Note also that when you join a Teams Meeting, your name, email address and/or phone number may be viewable by other session participants in the attendee list. By joining the meeting, you're agreeing to this experience.

You will also have the opportunity to ask and receive answers to questions. The Connected Security Teams channel is designed to help you receive Security insights, guidance, and best practices. Please note that questions related to Microsoft security products & services are not the focus of this Program and should be directed to Microsoft Support or to your account representative to assist you. The Connected Security team will make every effort to respond to questions asked in the Teams channel promptly, but Microsoft does not guarantee a response. Program Materials are provided "as is" for reference and are subject to change or deletion at Microsoft's sole discretion.

By registering for this program, you acknowledge that these communication forums are public and that you are responsible for any information that you share in these forums. Microsoft is not responsible for the privacy of information shared in a public forum through this Program. If you wish to engage in a more private communication with only Microsoft security professionals, please notify the Program team at MCSP@microsoft.com for facilitation.

#### SECTION F: LEGAL TERMS AND CONDITIONS

The term "you" in this section refers to Participants.

- 1. Microsoft reserves the right to modify, amend or terminate the Program and these Terms and Conditions. Microsoft also reserves the right to terminate a Participant's participation in this Program with or without advanced notification or cause. Interpretation of these Terms and Conditions will be made solely by Microsoft.
- 2. You are not obligated to participate in this Program or buy Microsoft products. Nothing in this Program or any Microsoft program in any way restricts support, promotion, distribution or use of any non-Microsoft software product.
- 3. You warrant and represent that (i) you will adhere to all applicable laws, rules, or regulations, including, but not limited to, anti-spam laws. You agree to indemnify Microsoft for any claims arising out of your violation of these warranties and other terms set forth in these Terms and Conditions.
- 4. You agree that Microsoft may contact you and send notice by telephone, fax and physical or electronic mail concerning the Program.

- 5. Microsoft assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction to or unauthorized alteration of the reports or any electronically transmitted information in furtherance of this Program. Microsoft is not responsible for (i) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, or (ii) the failure of any e-mail to be received by Microsoft on account of technical problems or traffic congestion on the Internet or at the Site, or (iii) the delay of any sales to be received by Microsoft on account of technical problems or failure in transmission or communication line from distribution partners.
- 6. Microsoft's total liability to you for direct damages arising under these Terms and Conditions will not exceed \$500 in the aggregate. Neither party will be liable for any consequential, indirect, special, incidental, or punitive losses or damages which may arise under these Terms and Conditions.
- 7. You acknowledge and agree that the Program Terms and Conditions are confidential, and disclosure of such terms and conditions to any third party is strictly prohibited.
- 8. If any provision of these Terms and Conditions is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of these Terms and Conditions will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.
- 9. Any waiver by Microsoft of any breach of, or any default under, any of these Terms and Conditions by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms and conditions. Failure or delay by Microsoft in enforcing or partially enforcing any provision of these Terms and Conditions will not be construed as a waiver of any of its rights under these Terms and Conditions.
- 10. The formation, existence, construction, performance, validity, and all aspects of the contract incorporating these terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Washington and the federal laws of the United States, and you submit to the exclusive jurisdiction and venue of the courts sitting in King, County Washington.

# **SECTION G: RESTRICTIONS**

1. Membership is by invitation only and is not transferable. Applicants without a valid invitation from Microsoft will be declined.

- 2. Membership is provided free of charge. However, members are responsible for their own costs and expenses when participating in the Program.
- 3. Membership is only offered to customers located in the United States.
- 4. Access to the latest Microsoft cloud-based technologies may be subject to member's agreement and to separate terms and conditions governing such access.
- 5. The viewpoints, opinions, input, and feedback expressed by other members in Program forums or venues are solely those of the providing Members and do not necessarily reflect Microsoft's opinions, views, or policies.
- 6. Although Program forums and venues are limited to Members only, they are still public forums and venues. As such, members are advised not to disclose information that they are obligated to keep confidential. Discussions in private Program forums and venues are confidential subject to NDA terms between the participating Member and Microsoft.
- 7. This offer of membership is non-transferrable and not redeemable for cash.
- 8. Microsoft reserves the right to modify or cancel the Program at any time and for any reason.
- 9. Taxes, if any, are the sole responsibility of the recipient.
- 10. By joining this Program, you agree that your personal data, including your name, title, company, email address, and phone number, may be shared with the other Program members for peer-to-peer networking.
- 11. Microsoft reserves the right to disqualify from this offer any person who it believes is not complying with these offer terms, and/or, who is acting with the intent to avoid offer restrictions or other limitations.
- 12. Program Materials are provided "as is" for reference and are subject to change or deletion at Microsoft's sole discretion.
- 13. Your engagement in the Microsoft Connected Security Teams forum is subject to Terms and Conditions.
- 14. If you choose to participate within this Microsoft Teams channel, your name, email address and/or phone number will be viewable by other members of this Team. This Microsoft Teams channel and monthly discussion sessions are public forums; you are solely responsible for sharing information that is appropriate for public consumption and you are not permitted to disclose any information that you are obligated to treat as confidential information of yours or any other organization.