

CUSTOMER SUBSCRIPTION TERMS FOR IRIUSRISK CLOUD SERVICES

v7 – May 2025

These IriusRisk Customer Subscription Terms including its schedules (the “Terms”) govern the relationship between **IriusRisk, Inc.** with registered company address at 1209 Orange Street, Wilmington, 19801, Delaware ,US, and with corporate identification number EIN: 32-0631063USA (“IriusRisk”, “us”, “we”) and the legal entity or individual (“Subscriber”, “you” or “your”) that is identified in the applicable order form (“Order Form”) for a subscription to access and use of IriusRisk’s cloud-based IriusRisk solution (“Cloud Services”), and any related support or maintenance services as well as professional services provided by IriusRisk that you purchase from IriusRisk or its authorized resellers, as set out in the Order Form in accordance with the scope of use set out in the Order form (“Scope of Use”).

1. SUBSCRIPTION TO CLOUD SERVICES

- 1.1. Access to Cloud Services.** Subject to the terms and conditions of these Terms, IriusRisk grants you (and the users you authorize, "Authorized Users") a non-exclusive, non-transferable right to access and use the Cloud Services during the applicable Subscription Term (as defined below) in accordance with these Terms, your applicable Scope of Use and the documentation. All rights not expressly granted to you in relation to the Cloud Services are reserved by IriusRisk. You acknowledge that our Cloud Services are on-line, subscription-based products and that we may make improvements and/or changes to the Cloud Services from time to time.
- 1.2. Subscription Terms and Renewals.** Cloud Services are provided on a subscription basis for a set term specified in your Order Form (“Subscription Term”). If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.
- 1.3. Credentials.** You agree to use all reasonable security measures to ensure the confidentiality of all Cloud Services accounts and passwords (“Credentials”), you are responsible for any and all actions taken using your Credentials, and you agree to immediately notify IriusRisk of any unauthorized use or disclosure of which you become aware.
- 1.4. Restrictions.** Except as otherwise expressly permitted in these Terms, you (i) will ensure that only Authorized Users access the Cloud Service, and it is not displayed or distributed in any way to any third party and (ii) will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Cloud Services to a third party, (b) use the Cloud Services for the benefit of any third party, (c) incorporate any Cloud Services into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Cloud Services or otherwise circumvent

mechanisms in the Cloud Services intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Cloud Services, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Cloud Services, or (g) publicly disseminate information regarding the performance of the Cloud Services.

2. TERM AND TERMINATION, SUSPENSION

- 2.1. Term.** Your Order Form and these Terms are in effect for as long as you have a valid Subscription Term as set out in the Order Form (the “Term”), unless terminated earlier as permitted in these Terms.
- 2.2. Termination.** Either party may terminate an Order Form before the expiration of the Term if the other party materially breaches any of these Terms and does not cure the breach within thirty (30) days after written notice of the breach. To the extent permitted by applicable law, either party may also terminate the Order Form before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate the Order Form at any time upon written notice to IriusRisk, but you will not be entitled to any credits or refunds as a result of this convenience termination for prepaid but unused Cloud Services subscriptions or Support and Maintenance. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise.
- 2.3. On termination.** Once your Order Form terminates, you will no longer have any right to use or access the Cloud Services, or any information or materials that we make available to you under these Terms, including IriusRisk Confidential Information. IriusRisk will no longer have any right to use or access your data, including your Confidential Information. Each Party is required to delete any of the foregoing from its systems as applicable (including any third-party systems operated on its behalf) and provide written certification to the other party that it has done so at the other party’s request.
- 2.4. Suspension.** Without prejudice to the foregoing, IriusRisk may suspend or not renew the Cloud Services provided to you in the event of delay or non-payment of any Fees due for more than ten (10) calendar days. If after notice, such delay exceeds twenty (20) more calendar days, IriusRisk may terminate these Terms and the provision of Services to you forthwith.

3. IRIUSRISK RIGHTS AND OBLIGATIONS

3.1. Services. Subject to the term of these Terms (including, without limitation, your payment obligations), IriusRisk shall use commercially reasonable efforts to provide you with access to the Cloud Services on a 24/7 basis, except for:

3.1.1. Equipment malfunctions beyond the IriusRisk's reasonable control;

3.1.2. Planned downtime (of which we shall give at least forty-eight (48) hours advance notice by email); or

3.1.3. Any unavailability caused by circumstances beyond the IriusRisk's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving our employees), internet service provider failures or delays, or denial of service attacks, etc.

3.2. Support and Maintenance. IriusRisk will provide support during the period for which you have paid the applicable fee as set forth in [Schedule A - Service Level Agreement](#) hereto. Support will be provided to your administrative users of our Cloud Services through an online ticketing system. Support and Maintenance for Cloud Services includes access to New Releases, if and when available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Cloud Services, and New Releases are included in the technologies underlying the Cloud Services. "New Releases" are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the technologies underlying the Cloud Services that we make generally commercially available.

3.3. Improving our Cloud Services. IriusRisk is always striving to improve our Cloud Services. In order to do so, IriusRisk may:

3.3.1. observe, measure and analyse how users interact with our Cloud Services, such as usage patterns, and characteristics of our user base. For this purpose and to obtain analytics on the use of our Cloud Services by our threat modeling practitioners in order to improve the user experience, IriusRisk relies on the services of a third party called UserPilot ("User Enablement Feature"). If the employee or employees designated by Subscriber who have the authority to manage and configure the Cloud Services decide to disable the User Enablement Feature, it will not impact the rest of the Terms, which will continue to remain in full force and effect regardless of the activation status of the User Enablement Feature.

3.3.2. process (but not disclose) anonymous aggregated copies of Your Data, including access to and processing of your threat models in a non-production and production IriusRisk environment for internal research and development, to ensure security and provide an enhanced experience when using our Cloud Services.

3.3.3. access application logs, metrics and traces which may be identifiable to specific customers, as essential for the proper operation, maintenance and troubleshooting of the Cloud Services. Our access shall be strictly limited to external data generated only by Cloud Services' key infrastructure and in no case will imply accessing to your databases.

3.4. Certifications and Audits. At our request, you agree to provide a signed certification that you are using the Cloud Services pursuant to these Terms. If you exceed your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to IriusRisk at law or equity or under these Terms. To the extent we are obligated to do so, we may share audit results with certain of our third-party licensors or assign the audit rights specified in this Section to such licensors.

3.5. Cloud Services Suspension. IriusRisk may temporarily suspend an Authorized User's access to any portion of the Cloud Services ((i) through (iii) collectively, "Service Suspension") if IriusRisk reasonably believes in good faith that:

- (i) there is a threat or attack on the Cloud Services or other event that imminently threatens the security, integrity, or availability of the Cloud Services, and IriusRisk temporarily suspends the same or substantially similar access to its other substantially similarly situated customers; or
 - (ii) the Authorized User's use of the Cloud Services is in violation of these Terms materially disrupts or imminently threatens the security, integrity, or availability of the Cloud Services; or
 - (iii) the Authorized User is using the Cloud Services in violation of applicable laws;
- provided that any such Service Suspension pursuant to (ii) or (iii) shall apply to the specific Authorized Users in violation only and not affect other Authorized Users' use of the Cloud Services. IriusRisk shall provide prior written notice of any Service Suspension to you, and, in the event of a Service Suspension pursuant to (ii) or (iii), shall work with you to cure the violation. Any Service Suspension shall be as limited in scope and duration as possible, and IriusRisk shall provide updates regarding resumption of Cloud Services following any Service Suspension. You shall not be entitled to service credits under any applicable service levels for any Service Suspension.

4. YOUR RIGHTS AND OBLIGATIONS

4.1. Internal Business Use. Unless otherwise indicated herein, all accesses to and uses of the Cloud Service are solely for your internal business purposes.

4.2. Other rights and obligations. In addition to its other rights and obligations set out herein, you shall be responsible for maintaining and promptly updating any account information you have with us for accuracy and completeness. You shall also:

- i. be responsible for the technology environment and connections required to access the Cloud Services; you shall establish industry standard security measures to protect content provided by the Cloud Services, to prevent unauthorised access or use and unauthorised or inadvertent disclosure of content of the Cloud Services;
- ii. be responsible for all Authorised Users' compliance with these Terms (including the [AI Providers Terms and Conditions](#));
- iii. use the Cloud Services in accordance with any technical documentation that may be provided, [AI Providers Terms and Conditions](#), software license agreements, and applicable laws, rules and regulations (including, without limitation, export, data protection and privacy laws, rules and regulations); and
- iv. shall provide IriusRisk with the correct and complete information and due cooperation required by IriusRisk for the provision of the Cloud Service. IriusRisk shall not be liable for any delay or error in the provision of the Cloud Service due to your failure to comply with this obligation of cooperation and correct information.

5. DATA

5.1. Your Data. “Your Data” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Cloud Services. You will retain all right, title and interest in and to Your Data, including any derivative works thereof. Subject to the these Terms, you hereby grant to IriusRisk a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Cloud Services to you and (b) for Cloud Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Cloud Services. IriusRisk may also access your account or instance in order to respond to your support requests. We will remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

5.2. Data Security. IriusRisk implements reasonable industry standard security procedures to help protect Your Data from unlawful or unauthorized access, use, disclosure, alteration, destruction, or loss, including security attacks. However, you understand that use of the Cloud Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. IriusRisk cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third-party service providers.

5.3. Responsibility for Your Data

5.3.1. General. You must ensure that your use of Cloud Services and all Your Data is at all times compliant with applicable local, national and international laws and regulations (“Laws”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to IriusRisk and to grant the rights granted to IriusRisk in these Terms and (ii) Your Data and its transfer to and use by IriusRisk as authorized by you under these Terms do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under the Security section, IriusRisk assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

5.3.2. Sensitive Data. You will not submit to the Cloud Services (or use the Cloud Services to collect or process) any personally identifiable information, as defined in the EU General Data Protection Regulation, Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act or CCPA, and other applicable privacy laws and regulations (collectively “Privacy Laws”), except as necessary to establish your IriusRisk user accounts. In particular, but without limitation, you will not submit any patient, medical or other protected health and special categories of information regulated by such Privacy Laws (collectively, “Sensitive Data”). You also acknowledge that IriusRisk is not acting as your business associate or subcontractor (as such terms are defined and used in such Privacy Laws). You acknowledge that the Cloud Services are not compliant to process any Sensitive Data. Notwithstanding any other provision to the contrary, IriusRisk has no liability under these Terms for the processing of any Sensitive Data.

6. AI FEATURE

6.1. AI Feature Use. The Cloud Services include artificial intelligence functionalities based in machine learning in order to obtain comprehensive predictive threat models within the use of the Cloud Services (hereunder, “AI Feature”).

6.2. AI Provider. This AI Feature is supported by third-party AI technology providers which are specified in the separated [AI Providers Terms and Conditions](#).

6.2.1. Changes. In the event that we decide to change the AI Provider, we will notify you in writing at least thirty (30) days in advance of such change. You will have the right to object to the change by motivating it in writing within this thirty (30) day period. If no objection is received from you within this period, the change will be deemed

accepted by you under the same terms and conditions as outlined in this Terms. If you object to the change, we will engage in good faith negotiations to resolve the matter.

- 6.2.2. Terms.** You acknowledge and agree that the AI Feature used in Services rely on technologies provided by AI Providers (including but not limited to Microsoft Copilot, Google Cloud, Amazon). Accordingly, by signing this Agreement you accept the applicable terms, conditions, and policies of such AI Providers included in [AI Providers Terms and Conditions](#).
- 6.2.3. Updates.** IriusRisk may modify our own terms and conditions to reflect changes in these AI Provider's Terms. Such modifications may be communicated to you via email, platform or website and will take effect on the date specified in the notification. Notwithstanding the foregoing you are responsible for regularly reviewing the terms and ensuring their compliance with any updates. Continued use of the Services after the effective date of such updates shall constitute acceptance of the revised terms. If you do not agree to such modifications, you must cease using the Service and may request contract termination in accordance with the applicable provisions.
- 6.3. Subscriber Content.** You may provide data and information as input to the AI Feature ("Input") and receive output from the AI Feature based on the Input ("Output"). The Input and Output shall be referred collectively as "Subscriber Content". You retain all right, title, and interest (including all intellectual property rights) in and to any Subscriber Content.
- 6.4. Subscriber Content retention.** Your Subscriber Content will only be retained by us or AI Provider for the duration of the interaction with AI Feature. Once the interaction is concluded by you, the Subscriber Content will be permanently deleted by IriusRisk and AI Provider within 30 days, unless IriusRisk or the AI Provider is legally required to retain them.
- 6.5. IriusRisk obligations for Subscriber Content.** We will only use Subscriber Content as necessary to provide you with the Cloud Services and comply with applicable law. We may also process organizational data from within your Cloud Services instance that the user has permission to view and include that data with the user Input. We will not use Subscriber Content to develop or improve the Cloud Services.
- 6.6. Subscriber responsibilities and warranties.** You are responsible for all Input entered into the AI Feature, as well as the Output obtained in the course of the Cloud Services. You also represent and warrant that (i) you have all applicable rights, licenses, and permissions required to provide Input to the AI Feature within the Cloud Services; (ii) your use of the AI Feature complies with all applicable laws and the instructions that we may give to you from time to time, (iii) your use of the AI Feature always complies with the AI Provider's Terms and Conditions included in Schedule C and these are applicable *mutatis mutandis* to you,

(iv) you will evaluate properly the Output for accuracy and appropriateness for your use case, including by utilizing human review.

6.7. Disclaimers

- (a) The AI Provider will not use your Subscriber Content to train any foundation models.
- (b) You acknowledge that Output is generated by machine learning capabilities and functionality, and IriusRisk makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output.

7. PROFESSIONAL SERVICES

7.1. General. In the event is indicated in the Order Form IriusRisk shall provide Professional Services as described in the applicable Statement of Work ("SoW"). For the purposes of these Terms, "Professional Services" refer to a range of specialised, value-added services provided by IriusRisk to support the implementation, optimization, and ongoing use of our Cloud Services, including but not limited to IriusRisk Tenant Configuration Assistance, Security Content Translation, Custom Content Creation and Threat Modeling Training. If no Professional Services have been contracted by you, this clause shall not applicable. Unless otherwise set out in a Statement of Work, IriusRisk will provide the Professional Services at a location determined by IriusRisk, pursuant to a schedule determined in the Statement of Work, using its own or licensed hardware, software tools, workspace, Internet communication facility and other facilities required for carrying out the Services.

7.3 Work Product. Unless otherwise specifically agreed to in a Statement of Work, any and all intellectual or industrial property rights in programs, documentation, specifications, work products and any patches, enhancements or modifications created by IriusRisk or subcontractors/independent contractors, in the course of performing the Professional Services under this Agreement (collectively, "Work Product") shall be as follows:

- 7.3.1 To the extent the Work Product is integrated in the IriusRisk platform: all rights are retained by IriusRisk and are licensed to Subscriber in accordance with the Subscriber agreement with IriusRisk; and
- 7.3.2 rights to Work Products that are add-ons or applications with functionality external to the IriusRisk platform shall be dealt with in accordance with the provisions of the Statement of Work.
- 7.3.3 Notwithstanding the foregoing, each Party shall retain sole and exclusive ownership rights in and to any (i) of its own Confidential Information and/or (ii) any data, software or other pre-existing materials, items, or elements owned by it, including any and all modifications and derivative works thereto.
- 7.3.4 Subscriber shall retain any and all right, title, and interest in and to (and there shall be no restriction on Subscriber's right to use any of) Subscriber 's ideas, concepts, techniques, know-how, and/or other Subscriber Confidential Information which

Subscriber may provide to IriusRisk and authorize IriusRisk to incorporate into the Work Product.

- 7.3.5 Nothing contained herein shall preclude IriusRisk from using any general information, ideas, concepts, know-how, techniques, programming routines and subroutines, methodologies, processes, skills, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing any project and any Services (collectively, "Residual Information") or expertise which IriusRisk's employees or subcontractors derive from the performance of the Professional Services hereunder, (and, as such, are neither proprietary, confidential, nor trade secret information of Subscriber), provided, however, that IriusRisk does not (i) use in connection with, and/or incorporate into, such Residual Information any Confidential Information of Subscriber, and (ii) breach its confidentiality obligations hereunder.

8. PROVISIONING AND RETURNS

- 8.1. Provisioning.** We will provide access to the service hosting the Cloud Services login instructions to the email addresses specified in your Order Form when we have received your fully executed Order Form. All provisioning and deliveries under these Terms will be electronic.
- 8.2. Return Policy.** We offer you a 30-day return period from the date of first access to the Service. In the context of Cloud Services, a return means that you request in writing to terminate these Terms within thirty (30) days of your first login and we will thereafter disable access to the Cloud Service. We will not accept returns after the 30-day return period. You understand that IriusRisk may change this practice in the future.

9. FINANCIAL TERMS

- 9.1. Price and Payment.** You agree to pay all fees in accordance with each Order Form. Unless otherwise specified in your Order Form or other commercial proposal from us, you will pay all amounts in Euros (€) or US Dollars (\$) at the time you place your Order Form. Other than as expressly set forth in the Return Policy and IP Indemnification sections, all amounts are non-refundable, non-cancellable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Cloud Services beyond the current Subscription Term or any Cloud Services upgrades or feature enhancements. If you purchase the Cloud Services through a reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may suspend or terminate your rights to use the Cloud Services if we do not receive our corresponding payment from the Reseller.

9.2. Taxes. Your payments under these Terms exclude any taxes or duties payable in respect of the Cloud Services in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by IriusRisk, you must pay to IriusRisk the amount of such taxes or duties in addition to any fees owed under these Terms. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to IriusRisk any such exemption information, and IriusRisk will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

10. OWNERSHIP AND FEEDBACK

10.1. Ownership. Cloud Services is made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. IriusRisk and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Cloud Services, its “look and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for IriusRisk, including without limitation as they may incorporate Feedback (“IriusRisk Technology”).

10.2. Feedback. From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information about the Cloud Services to IriusRisk or in the course of receiving Support and Maintenance (“Feedback”). IriusRisk may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits IriusRisk’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

11. CONFIDENTIALITY

11.1. Confidential Information. Except as otherwise set forth in these Terms, each party agrees that all information in any form, whether oral, written or other tangible form, that a party designates as being confidential or which, given the nature of the information or the circumstances surrounding disclosure, would reasonably be considered as confidential and/or proprietary, including code, inventions, know-how, business, technical and financial information (“Confidential Information”) disclosed to a party (“Receiving Party”) by the disclosing party (“Disclosing Party”) constitute the confidential property of the Disclosing Party, provided that it is identified as confidential at the time of disclosure or is obvious

that it should remain confidential. Any IriusRisk Technology and any performance information relating to the Cloud Services shall be deemed Confidential Information of IriusRisk without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

11.2.Exceptions. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so, required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

11.3.Equitable relief. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of the Cloud Services.

12. DATA PROTECTION

12.1.Signatories and contact data. In accordance with applicable data protection laws, it is necessary to process the personal data of the persons mentioned in this agreement, being the identification data (name, surname, position) of both the signatories of the Parties, as well as the technical or commercial contact persons, necessary for the execution of the contract. Such Personal Data will not be shared with any third party, where appropriate, however, may be processed within platforms of external service providers under contractual clauses that provide adequate guarantees for data processing. The personal data of the aforementioned persons will be kept until the termination of this agreement and then blocked, for the period prescribed by law for legal or administrative reasons. Each Party declares that the data of these persons are correct and up to date and undertake to inform these persons of the provisions of this clause. The Parties shall inform the aforementioned persons of the possibility of exercising their rights of access, rectification, cancellation and opposition, limitation and restriction of processing in the terms established by current legislation, by sending an e-mail to the following addresses: IriusRisk SL, dpo@iriusrisk.com - Subscriber: as set out in the Order Form. If they wish, with respect to IriusRisk, they may file a complaint with the competent Data Protection Authority but please contact us first.

- 12.2. Data Processing Addendum.** IriusRisk may process personal data on your behalf within the execution of the Cloud Services and the [IriusRisk Data Processing Addendum](#) which forms an integral part of these terms shall apply.

13. WARRANTY AND DISCLAIMERS

- 13.1. Due Authority.** Each party represents and warrants that it has the legal power and authority to enter into these Terms, and that, if you are an entity, these Terms and each Order Form are entered into by an employee or agent of such party with all necessary authority to bind such party to these Terms.
- 13.2. Limited Warranty.** IriusRisk warrants that the Cloud Services will conform substantially to their written specifications and technical documentation, and that it will provide its services diligently and will reasonable skill and care customary in its sector; and that it applies updated industry standard malware and antivirus solutions to verify that the Cloud Services are free of known viruses. As the remedy for breach of this warranty, we provide the Support and Maintenance Services indicated above.
- 13.3. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY INDICATED HERE, THE CLOUD SERVICES ARE PROVIDED “AS IS,” AND IRIUSRISK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. IRIUSRISK SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF IRIUSRISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET OUT ABOVE, NEITHER IRIUSRISK NOR ANY OF ITS THIRD-PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CLOUD SERVICES OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF THE CLOUD SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE CLOUD SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE CLOUD SERVICES (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USING THE CLOUD SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; OR (E) ERRORS OR DEFECTS WILL BE CORRECTED.

14. LIMITATION OF LIABILITY

- 14.1. NO INDIRECT DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 14.2. CAP ON LIABILITY AND RESTRICTIONS.** NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR THE CLOUD SERVICES AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS SECTION (LIMITATION OF LIABILITY) SHALL NOT APPLY TO (1) AMOUNTS OWED BY YOU UNDER ANY ORDERS, (2) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THESE TERMS, (3) DAMAGES CAUSED BY FRAUD OR WILFUL MISCONDUCT OR OMISSION, (4) YOUR BREACH OF SECTION 1.4 (RESTRICTIONS) OR (5) EITHER PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD-PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION (LIMITATION OF LIABILITY) WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 14.3. Jurisdictional Limitations.** Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to you. In such jurisdictions, the parties' liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

15. INDEMNIFICATION

- 15.1. General.** IriusRisk will defend, indemnify, and hold harmless you, your affiliates, and their respective directors, officers, and employees, (collectively "Indemnitees") against any third-party claim, suit, demand, or action ("Claim") brought against the Indemnitees arising out of or related to allegations that the IriusRisk Technology misappropriates or infringes such third party's intellectual property rights, including copyrights, trademarks, service marks, trade secrets, and patents. In the event of an infringement or misappropriation Claim IriusRisk will (1) procure for You the right to use the infringing IriusRisk Technology, (2) replace the infringing IriusRisk Technology with a non-infringing, functionally equivalent one, (3) suitably modify the infringing IriusRisk Technology so that it is

non-infringing but without any reduction in features or functionality, or (4) terminate your use of the infringing IriusRisk Technology and refund any prepaid unused fees with respect to such IriusRisk Technology.

- 15.2. Process.** You will provide IriusRisk prompt written notice upon becoming aware of any Claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless IriusRisk is prejudiced by such delay) and reasonable cooperation to IriusRisk in the defense investigation or settlement of any Claim at IriusRisk's expense. IriusRisk will have sole control of such defense, provided that You may participate in your own defense at your sole expense. IriusRisk may not settle a Claim without your consent if such settlement imposes a payment or other obligation on you.
- 15.3. Exclusion.** Notwithstanding the foregoing, IriusRisk shall not have obligation to indemnify you and therefore 15.1 and 15.2 shall not be applicable when any Claim arises due to your use of the: (a) IA Feature and to the extent that you have not comply with the applicable terms and conditions of the services provided by the AI Providers set forth in [AI Providers Terms and Conditions](#), (b) the Mitre library offered by us in the event that you have contracted it.

16. MISCELLANEOUS

- 16.1. Injunctive Relief; Enforcement.** Nothing in these Terms shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.
- 16.2. Notices.** Any notice under these Terms must be given in writing to the address stated above or in the Order. You may provide notice to us by post to IriusRisk, Inc., 1209 Orange Street, Wilmington, 19801, Delaware, US, with email copy to notices@iriusrisk.com. Your notices to us will be deemed given upon our receipt.
- 16.3. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
- 16.4. Assignment.** Neither party may assign an Order or these Terms without the other party's prior written consent. The non-assigning party will not unreasonably withhold its consent if the assignee agrees to be bound by these Terms and pay all amounts accruing under the Order. Notwithstanding the foregoing, either party may assign these Terms in the event of merger, acquisition, or sale of all or substantially all its assets. These Terms and all our rights and obligations under these Terms (in whole or in part) shall inure to the benefit of and be binding upon each party's permitted successors and assigns.

- 16.5. Entire Agreement.** These Terms, together with the Order/s constitute the entire agreement between you and IriusRisk relating to the Cloud Services and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Cloud Services or any other subject matter covered by these Terms.
- 16.6. Severability.** If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. These Terms may not be modified or amended by either Party without written agreement of the other (which shall not be unreasonably withheld or delayed). As used herein, “including” (and its variants) means “including without limitation” (and its variants). No failure or delay by the injured party to these Terms in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.
- 16.7. Governing Law; Jurisdiction.** These Terms will be governed by and construed in accordance with the applicable laws of Delaware, United States of America. All claims and conflicts will be submitted to the courts of the city of Delaware, without regard to any other jurisdiction to which the parties may be entitled. Notwithstanding the foregoing, IriusRisk may bring a claim for equitable relief in any court with jurisdiction over the Subscriber.

IriusRisk Inc.
1209 Orange Street - Wilmington
19801 - Delaware
www.iriusrisk.com

Schedule A - Service Level Agreement

1. Engagement overview

1.1. Channels. The premium support offering has a requirement to capture all customer cases via our ticketing platform <https://enterprise-support.iriusrisk.com/> to allow for accurate records of customer support metrics, any customer engagement outside of this channel is void of being recorded against this agreement. For platinum package customers, the additional channel of instant chat will be available within the support portal.

1.2. Triage. All cases will be triaged by the IriusRisk Support team and categorised appropriately, where applicable, we will also change the priority of cases to align with priorities as laid out in this agreement.

1.3. Service Level definitions

Term	Description
FTR	First Time Response – Time from ticket submission to first engineer response.
NTR	Next Time Response – Time from last customer comment to next engineer reply.
TTM	Time to Mitigation – Time from ticket creation to when a workaround or mitigation is provided. Only applicable to Urgent and High issues.
TTR	Time to Resolution – Time from ticket creation to full resolution.

1.4. Engagement categories

Ticket Form	Examples
Product Support	Product functionality/configuration, on-prem deployment questions, third-party integrations (e.g., SSO), performance issues (within the IriusRisk application scope only)
Submit a bug	UI issues, functional errors, defects within the IriusRisk application

1.5. Priority definitions

Severity	Description
Urgent	Full application outage, affecting all users and blocking access.
High	Major functionality unavailable, impacting most users and key processes.
Normal	Functionality issues affecting some users, with workarounds.
Low	Informational queries, configuration help, minor usability issues.

1.6. Support offering levels

Feature	Standard	Gold	Platinum
Support Licenses	4	8	16
SLA Coverage	✓	✓	✓
Business Hours	✓	✓	✓
24/5 Support	✗	✓	✓
Instant Chat	✗	✗	✓
Custom Upgrade Schedule	✗	✗	✓
24/7 (Urgent Only)	✗	✗	✓

2. Service Levels

2.1. Service levels - Platinum

Priority	FTR	NTR	TTM	TTR
Urgent	30 mins	1 hrs	2 hrs	4 hrs

High	1 hrs	3 hrs	36 hrs	48 hrs
Normal	3hrs	6 hrs	N/A	72 hrs
Low	6hrs	12 hrs	N/A	1 week

Note: Where a code change is required to remediate an issue the TTR will be extended to accommodate for the testing and release of this change.

2.2. Service levels - Gold

Priority	FTR	NTR	TTM	TTR
Urgent	1 hrs	2 hrs	4 hrs	8 hrs
High	2 hrs	6 hrs	48 hrs	72 hrs
Normal	6hrs	8 hrs	N/A	96 hrs
Low	12 hrs	24 hrs	N/A	2 weeks

Note: Where a code change is required to remediate an issue the TTR will be extended to accommodate for the testing and release of this change.

2.3. Service levels - Standard

Priority	FTR	NTR	TTM	TTR
Urgent	2 hrs	4 hrs	6 hrs	24 hrs
High	6 hrs	12 hrs	72 hrs	7 days
Normal	24 hrs	48 hrs	N/A	2 weeks
Low	48 hrs	72 hrs	N/A	4 weeks

Note: Where a code change is required to remediate an issue the TTR will be extended to accommodate for the testing and release of this change.

3. Uptime targets

Deployment type	Target Uptime
Single Instance	>98.5%
High availability instance	>99.95%