

RESEARCH PARTNER TERMS

The Research Partner Terms by and between entity identified in an Order Form (the **Research Partner**) and Flare System Inc., with a domiciliated address at #3108 - 1751 Rue Richardson, Montréal, Quebec, H3K 1G6, Canada ("**Flare**") supplement and amend the Flare's Terms of Service (as defined herein) and governs Research Partner's access and use of the Services for the Intended Purposes (as defined herein). Research Partner and Flare are individually referred to as a "**Party**" and collectively as, the "**Parties**").

The TOS enter into force at the date at which a corresponding Order Form is executed between the parties (the "Effective Date") and continues in full force until the termination in accordance with the Agreement, or otherwise until the end of the then-current Subscription Term (the "Term"). If you have any questions on the Agreement, or to provide us with any legal notices, you can reach out to us by email at legal@flare.io.

1. Purpose The purpose of these Terms is to set forth the terms and conditions under which Flare will provide to the Research Partner the Services described in an Order Form for non-commercial research purposes.

2. Flare's Terms of Services. Research Partner acknowledges and agrees that its and its authorized users' access and use of Flare's Services are subject to Flare's Terms of Services which are incorporated by reference and made part of these Terms and are made available at <https://flare.io/legal/flare-terms-of-service> (the "TOS"). For the purposes of these Terms: the definition of "**Agreement**" set out in the TOS shall be the following: "**Agreement**": Includes the Research Partner Terms, the Terms of Services, the Data Processing Addendum, the Service Level Agreement, the Security Addendum, the Order Forms, and any amendments and addendum and all references to "**Customer**" in the TOS shall be replaced by "**Research Partner**".

3. Conflict. In the event of conflict between the Terms and the TOS, the Terms shall prevail. Capitalized terms used herein that are not otherwise defined herein shall have the meaning assigned to them in the TOS. Notwithstanding the foregoing, the Parties expressly agree that the Effective Date and Term provisions set forth in these Terms supersede and replace any corresponding definitions or terms in the TOS.

3. Scope of Use and Restrictions

- **Replacement of definition of "Intended Purposes"**: Notwithstanding anything to the contrary in the TOS, the "Intended Purposes" definition is replaced solely for the purposes of these Terms with the following: "Permitted purposes for the use of the Flare Platform are limited to non-commercial academic or internal research purposes, including activities such as (a) studying cybersecurity threats, (b) conducting academic investigations into digital risk exposure, (c) developing non-commercial security methodologies, and (d) producing research publications subject to Flare's review and written approval as specified herein."

- **Non-Commercial Use:** Access and use of the Flare Platform are solely for the Intended Purposes. Without limiting the foregoing, and notwithstanding anything to the contrary in the Agreement, the commercialization of any findings or data accessed or obtained through the Flare Platform is prohibited.

4. Intellectual Property Subject to Flare’s review and written approval of publications as set forth in these Terms, any resulting research publications produced by the Research Partner shall remain the Research Partner’ IP.

5. Authorized Users. For the purposes of these Terms, “**Authorized User**” means Research Partner’s Representatives accessing the Services on Research Partner’s behalf pursuant to these Terms. All Authorized Users shall be listed in the Order Form. In the event the list of Authorized Users is modified during the Term, Research Partner shall notify Flare via email. Research Partner is solely responsible for : (a) approving and maintaining access, identifying and authenticating Authorized Users and controlling against unauthorized access by Authorized Users; (b) maintaining the confidentiality of usernames, passwords and account information; (c) all activities that occur under its Authorized Users’ usernames, passwords or accounts as a result of Authorized Users’ access to the Flare’s Platform; and (d) ensuring Authorized Users abide by all applicable local, state, national and foreign laws applicable to Customer’s use of the Flare’s Platform. Customer will notify Flare immediately of any unauthorized use of, or access to, the Flare’s Platform, and will use reasonable efforts to promptly stop any unauthorized access to or use of the Flare’s Platform.

6. Review and Approval of Publications Research Partner shall submit to Flare all proposed publications derived from the Services at least thirty (30) days prior to intended publication. Flare may withhold, request revisions, or delay publication for any reason, including but not limited to protecting its IP or Confidential Information. Unless prior written consent is obtained from Flare, Research Partner shall not name Flare and its Affiliates or Flare’s employees and of its Affiliates in any manner within the publications. Research Partner shall not use any trademarks, logos or brands owned by Flare without prior written consent from Flare.

7. Reporting and Audit Rights

- **Reporting:** Research Partner shall provide quarterly reports summarizing research progress.
- **Audit:** Flare may, upon reasonable notice to Research Partner, audit Research Partner’s compliance with these Terms, including but not limited to the compliance with the Intended Purposes,

8. Limitation of liability

For the purposes of these Terms, Section 9.2 of the TOS shall be replaced by the following: “9.2 **Limitation of Liability:** Except to the extent permitted under applicable law Flare will not be liable to the Customer or their Representatives for damages exceeding 1000\$ CAD.”

9. Insurance

For the purposes of these Terms, the following shall be added to section 12.7 of the TOS: “During the Term, and for 12 months thereafter, Research Partner shall secure and maintain, at its own cost, insurance policies with a recognized insurance company covering all harmful consequences of the actions for which the Research Partner could be held liable under the Agreement.

This insurance shall cover the civil, professional and business liability of the Research Partner.

Upon request by Flare, Research Partner will provide a certificate of insurance demonstrating the required coverage.”

10. Renewal Term

- **Renewal:** Notwithstanding the renewal terms set out in section 6.3 of the TOS, these Terms shall not renew automatically. Renewal for any additional term shall require the prior written approval of both Parties.

11. Entire Agreement These Terms (including all Appendices hereto) and the incorporated TOS (and all other agreements and documents expressly referred to therein) constitute the entire agreement between the Parties regarding the subject matter thereof and supersedes all prior discussions or agreements.

12. Signature

Each individual signing the quote or order form represents and warrants that they have full authority to bind the respective Party to the terms and conditions of these Terms.