

## TRIAL TERMS

These Trial Services Terms (the “**Terms**”) are between the person requesting Trial Services (“**Participant**”, “**you**”) and Flare System Inc., with a registered address at 1751 Rue Richardson, Montreal, Quebec, H3K 1G6, Canada (“**Flare**,” each a “**Party**” and together, the “**Parties**”). The Terms supplement and amend Flare’s TOS (as defined Below) and govern Customer’s access to and use of the Trial Services (as defined below).

The Terms enter into force on the date Participant requests Trial Services (the “**Effective Date**”).

By requesting access to the Trial Services, the Participant agrees to be bound by the Terms. If you are accepting this Terms on behalf of the Participant, you represent and warrant that you have the authority to bind the Participant to the Terms. If the Participant does not agree with the Terms, Participant must not request or use the Trial Services.

### 1. DEFINITIONS

Capitalized terms used but not defined in the Terms have the meanings assigned to them in the TOS. For the purposes of the Terms:

- “**Agreement**” means the Terms, the TOS, the Data Processing Addendum, the Service Level Agreement, the Security Addendum, the applicable Order Form, and any amendments or addenda.
- “**TOS**” means Flare’s Terms of Services, available at <https://flare.io/legal/flare-terms-of-service>, as modified from time to time.
- “**Trial Data**” means Customer Data, Identifiers, configuration information, usage data, alerts, findings, reports, notes, and other data submitted, configured, generated, or made available in connection with Participant’s use of the Trial Services.
- “**Trial Services**” means any Services provided by Flare to Participant for trial, evaluation, proof-of-concept, demonstration, temporary access, free trial, or similar purposes, including any PoC Services as defined in the TOS.
- “**Trial Term**” means the trial period starting when Flare makes the Services available to Participant on a trial basis and ending the later of (a) fourteen (14) days later; or (b) when Flare disables access to the Trial Services.

### 2. TOS

Participant acknowledges and agrees that its and its authorized users’ access and use of Flare’s Services are subject to the TOS. For the purposes of the Terms, all references to “Customer” in the TOS shall be deemed to refer to Participant.

### 3. CONFLICT

In the event of any conflict between the Terms and the TOS, the Terms shall prevail solely with respect to the Trial Services.

For clarity, the Parties agree that the trial term, scope of use, post-trial retention, monitoring, support, service-level, limitation of liability, and survival provisions in these Terms supersede any inconsistent terms in the TOS solely with respect to the Trial Services.

#### 4. TRIAL SERVICES

Subject to Participant's compliance with the Agreement, Flare grants Participant a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Trial Services during the Trial Term solely for Participant's internal evaluation of the Flare Platform.

Participant acknowledges that Trial Services are PoC Services under the TOS. Without limiting the TOS, Trial Services are provided "as is," "where is," and "as available," may contain bugs, errors, or limited functionality, and may be interrupted, suspended, or disabled at any time.

#### 5. RESTRICTIONS

Participant shall use the Trial Services solely for internal evaluation purposes and in accordance with the Intended Purposes under the Terms. Without limiting any restrictions contained in the TOS, Participant shall not, and shall not permit its end users or third party to:

- (a) use the Trial Services for production, commercial, or revenue-generating purposes, unless expressly authorized by Flare in writing;
- (b) provide access to the Trial Services to any third party, including through outsourcing, managed services, time-sharing, service bureau, or similar arrangements;
- (c) use the Trial Services to provide services to any third party;
- (d) use the Trial Services for competitive analysis, benchmarking, performance testing, or comparison testing without Flare's prior written consent;
- (e) scrape, extract, download, export, or otherwise copy Intelligence Data or Public Data except as expressly enabled through the Flare Platform and permitted under the Agreement;
- (f) publish, disclose, or distribute any results, screenshots, reports, outputs, performance information, or other materials derived from the Trial Services without Flare's prior written consent; or
- (g) access or use the Trial Services after expiration or termination of the Trial Term.

#### 6. TRIAL TERM

6.1. **Trial Term.** The Trial Term begins when Flare makes the Services available to Participant on a trial basis. Upon expiration or termination of the Trial Term, Participant's right to access and use the Trial Services will immediately cease.

6.2. **Renewal.** Notwithstanding anything to the contrary in the TOS, the Trial Services will not renew automatically. Any extension of the Trial Term requires Flare's written approval.

6.3. **Suspension; Termination.** Flare may suspend, restrict, or terminate Participant's access to the Trial Services at any time, with or without notice, for any reason, including if Flare determines that Participant's use of the Trial Services may violate the Agreement, applicable law, third-party rights, or the security, integrity, availability, or performance of the Services.

- 6.4. **Trial Data.** Notwithstanding anything to the contrary in the TOS, Flare may retain and process Trial Data for up to ninety (90) days after expiration or termination of the Trial Term, unless a longer period is required or permitted under the Agreement. During this post-trial retention period, Flare may continue to monitor, process, analyze, and review Trial Data for the following limited purposes: (a) identifying new, continuing, or previously detected digital risks, threats, exposures, vulnerabilities, leaked credentials, or other security-relevant findings associated with Participant; (b) validating, updating, or contextualizing findings identified during the Trial Term; (c) notifying or contacting Participant regarding risks, findings, recommended actions, or related Services that may be relevant to Participant; (d) supporting Participant’s evaluation of the Services or potential conversion to a paid subscription; (e) maintaining security, auditability, and continuity of the Trial Services; and (f) generating internal analytics, product learnings, and service improvements, subject to the Agreement. Participant may request deletion of Trial Data before the end of the post-trial retention period by contacting Flare at [legal@flare.io](mailto:legal@flare.io). Flare will process such request in accordance with the Agreement.
- 6.5. **Trial Services Conversion.** If Flare and Participant enter into an agreement to convert from Trial Services to paid Services, Flare may, unless otherwise agreed, migrate or continue to use Trial Data, configurations, Identifiers, alerts, findings, and related information in connection with the paid Services.

## 7. SUPPORT; SERVICE LEVELS

Flare may provide support for the Trial Services at its discretion. Unless expressly agreed otherwise in an Order Form, the Service Level Agreement does not apply to the Trial Services. Flare does not guarantee that the Trial Services will be available, uninterrupted, secure, error-free, or compatible with Participant’s systems or requirements.

## 8. TRIAL RESULTS

Participant acknowledges that Trial Services may be limited in scope, duration, functionality, data coverage, configuration, and performance. Trial results may not reflect the full functionality, accuracy, availability, coverage, performance, or output of Flare’s Services. Participant is solely responsible for independently validating any Intelligence Data, findings, alerts, reports, recommendations, or other outputs generated through the Trial Services before relying on them.

## 9. DISCLAIMERS

THE TRIAL SERVICES ARE PROVIDED “AS IS,” “WHERE IS,” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE TOS, FLARE AND ITS REPRESENTATIVES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, COMPLETENESS, PERFORMANCE, AND SECURITY.

PARTICIPANT ACKNOWLEDGES THAT THE TRIAL SERVICES MAY CONTAIN BUGS, ERRORS, DEFECTS, OR LIMITED FUNCTIONALITY, AND THAT FLARE MAY MODIFY, SUSPEND, RESTRICT, OR DISCONTINUE ANY TRIAL SERVICES AT ANY TIME.

## **10. LIMITATION OF LIABILITY**

Notwithstanding Section 9.2 of the TOS, to the maximum extent permitted by applicable law, Flare's aggregate liability arising out of or relating to the Trial Services shall not exceed CAD \$1,000. In no event will Flare or its Representatives be liable for any consequential, incidental, special, indirect, exemplary, or punitive damages, including loss of profits, revenue, goodwill, data, business opportunity, anticipated savings, or business interruption, arising out of or related to the Trial Services, even if Flare has been advised of the possibility of such damages.