

FORETRACE – ADD ON TERMS

Version 1.0

Latest Update: 2026-03-25

The Foretrace Add-On Terms (the “**Foretrace Terms**”) are between Flare Systems, Inc., with a registered address at 1751 rue Richardson, Montreal, Quebec, H3K 1G6 (“**Flare**”) and the Customer identified in an Order Form.

These Foretrace Terms apply solely to the provision and use of **Foretrace** as identified in an Order Form. Capitalized terms not defined herein have the meaning set forth in the Terms of Services (“**TOS**”) or the Data Processing Addendum (“**DPA**”).

In the event of any conflict:

1. The Order Form prevails;
2. The DPA governs data protection obligations;
3. These Foretrace Terms govern Foretrace-specific matters;
4. The TOS applies in all other respects.

1. DEFINITIONS.

- 1.1. **End User:** Individual authorized by Customer to access and use Foretrace in accordance with these Foretrace Terms.
- 1.2. **End User Data:** Data provided or submitted by an End User through Foretrace, or generated or derived from such data, including risk scorings, exposure indicators, personalized recommendations, reports, or visualizations specific to that End User. For clarity, End User Data does not constitute Customer Data for purposes of the Agreement, including any data return or deletion obligations applicable to Customer Data. End User Data does not include Public Data or Intelligence Data.
- 1.3. **Foretrace:** Flare’s personal-use cyber exposure portal and related features designed to provide individualized exposure awareness and mitigation insights to End Users, as described in the Documentation. Subject to the Foretrace Terms, Foretrace forms part of the Services under the Agreement.
- 1.4. **Magic Link:** A time-bound authentication link generated by Flare to enable End User to securely access Foretrace.
- 1.5. **Territory:** The jurisdictions authorized in the applicable Order Form, subject to applicable export control, sanctions, and local law restrictions.

2. PROVISION OF FORETRACE

- 2.1. **Provision.** Subject to the Agreement and payment of the applicable Fees, Flare will make Foretrace available during the Subscription Term to the number of End User seats specified in the applicable Order Form. Access to Foretrace is strictly limited to the number of End User seats purchased. Seats are personal to the designated End User and may not be shared, rotated, or used concurrently by multiple individuals. For clarity, Foretrace functionality and the Documentation may evolve over time, including through updates, maintenance, changes to available data or monitored sources, or feature adjustments, provided that Flare will not materially reduce the core Foretrace service purchased under the applicable Order Form during the Subscription Term.
- 2.2. **Usage.** Fees for Foretrace are based on the number of End User seats purchased and are not contingent upon actual usage, activation, login frequency, or engagement by End Users, unless expressly stated otherwise in the applicable Order Form. Customer may not exceed the number of authorized seats without Flare’s prior authorization. If Customer exceeds the authorized

number of seats, Flare may suspend excess accounts or, upon Customer's prior written authorization, invoice additional fees at the rates set forth in the Order Form.

- 2.3. **Availability.** Foretrace is provided as part of the Services; however, it is not subject to the availability commitments or service credit provisions set forth in the Service Level Agreement. Flare will use commercially reasonable efforts to maintain the operational availability of Foretrace in a manner consistent with the nature of the service and Flare's representations regarding Foretrace.

Customer acknowledges that certain Foretrace features, data inputs, monitoring capabilities, or removal-related services may depend on third-party data sources, public repositories, external platforms, or other third-party service providers. The availability, accuracy, or timeliness of such features may be affected by changes, restrictions, or discontinuation by those third parties. Flare does not guarantee the continued availability of any specific data source, monitored source, or external platform.

Flare may perform maintenance, updates, or modifications to Foretrace from time to time in accordance with the Agreement, including updates to monitored sources, data inputs, or features.

- 2.4. **Support.** Customer is responsible for providing first-line support to End Users, including handling enrollment questions, access requests, eligibility inquiries, and general program-related communications. Flare will provide technical support to Customer with respect to issues attributable to Foretrace infrastructure or functionality, in accordance with the technical support classification procedure identified in the Service Level Agreement. Flare does not provide direct enterprise support services to End Users on behalf of Customer, except as set forth in the personal use documentation applicable to End Users.
- 2.5. **End Users.** Customer represents that End Users will be at least 18 years of age or the age of majority their jurisdiction and will be located within the Territory. Flare contracts directly with End Users for the provision of Foretrace pursuant to separate personal use terms and privacy documentation applicable to End Users. Flare processes End User Data as an independent controller in accordance with the DPA.
- 2.6. **Changes.** Certain Foretrace features or enhancements may be subject to additional fees, Specific Terms, or direct acceptance by End Users, as described in the Documentation or an applicable Order Form.

3. END USER ADMINISTRATION

- 3.1. **Invitation.** Customer is solely responsible for selecting End Users and administering access. Customer represents and warrants that invitations, electronic communications, and distribution of Magic Links comply with applicable anti-spam, electronic communications, privacy, and similar laws.
- 3.2. **Magic Links.** Magic Links rely in part on the security of the recipient's email environment. Flare is responsible for generating secure authentication links within its infrastructure. Customer and End Users are responsible for securing their own email accounts and devices. Flare shall not be liable for Losses resulting from compromised mailboxes, phishing, or unauthorized sharing occurring outside Flare's systems.
- 3.3. **Domains.** Where domain-based restrictions are implemented, Customer represents and warrants that it will authorize only domains it owns or controls and is lawfully entitled to use in connection with Foretrace. Customer shall not authorize third-party domains without prior written consent from Flare. Customer remains responsible for ensuring that Foretrace is offered only to individuals with a legitimate relationship to Customer.
- 3.4. **Account Management.** Customer is responsible for disabling access when an End User ceases employment, engagement, membership, volunteer relationship, or other association with Customer. Flare may suspend or delete accounts where required by law or for security reasons.

4. END USER SERVICE PROVISION

- 4.1. **Contract.** Flare contracts directly with End Users for the provision of Foretrace pursuant to separate personal use terms and privacy documentation applicable to End Users. Flare processes End User Data as an independent controller in accordance with the DPA.
- 4.2. **Data Separation.** End User Data is segregated from Customer Data and is not accessible to Customer by default. Flare will not disclose individualized End User Personal Data to Customer without the End User's consent unless required by law. Nothing in these Foretrace Terms creates a joint controller relationship between Customer and Flare.

5. RESTRICTIONS ON USE

- 5.1. **Commercial Use.** Customer may not resell, sublicense, distribute, or otherwise make Foretrace available to third parties except as authorized in the Agreement.
- 5.2. **Compelled Access or Disclosure.** Customer shall not require, coerce, or incentivize End Users to disclose individualized Foretrace outputs, reports, or account access credentials outside the functionality expressly provided by Flare. Customer shall not condition employment, engagement, compensation, benefits, membership status, or similar arrangements on a specific Foretrace score, output, or level of participation. Foretrace is intended as an individualized awareness service made available to End Users, and Customer remains solely responsible for how it structures or communicates any related program within its organization or to third parties.

For clarity, Flare does not administer Customer's employment, insurance, benefits, or membership programs and shall not be liable for claims arising from Customer's implementation, positioning, or use of Foretrace in such contexts, except to the extent directly resulting from Flare's material breach of the Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. **Lawful Offering.** Customer represents and warrants that it has a lawful basis to invite End Users to participate in Foretrace and that all invitations, communications, and enrollment processes comply with applicable employment, labor, privacy, consumer protection, and electronic communications laws, including anti-spam legislation where applicable.
- 6.2. **No Misrepresentation.** Customer shall not misrepresent Foretrace, its functionality, limitations, scoring methodology, or purpose to End Users or third parties. Customer shall not represent that Foretrace constitutes a monitoring system, compliance certification, insurance product, or professional advisory service. Flare is not responsible for representations made to End Users about Foretrace that are not authorized by the Documentation.
- 6.3. **Organizational Responsibility.** Customer is solely responsible for its implementation of Foretrace within its organization, including compliance with laws governing employment relationships, contractor arrangements, volunteer programs, membership structures, or similar programs through which Foretrace is offered.

7. FORETRACE LIMITATIONS

- 7.1. **Nature of Outputs.** Foretrace outputs are risk-based assessments generated through automated processes. They are indicative in nature and do not constitute definitive determinations of identity compromise or individual conduct. Foretrace does not provide legal, employment, regulatory, or professional advice.
- 7.2. **Allocation.** Except as expressly set forth in these Foretrace Terms, the applicable governing services agreement between the parties, and the DPA, Flare does not assume responsibility for Customer's internal decisions, policies, program design, communications, or regulatory characterization relating to Foretrace.

Where Customer offers Foretrace as part of an employment, insurance, benefits, membership, or similar arrangement, Flare's obligations are limited to providing Foretrace in accordance with

the Agreement. Flare shall not be responsible for the structure, administration, funding, eligibility criteria, or legal compliance of any such program.

Flare shall have no liability for claims brought by End Users or third parties arising from Customer's implementation, positioning, or use of Foretrace, except to the extent directly resulting from Flare's material breach of its express obligations under the Agreement. Nothing in these Foretrace Terms expands Flare's liability beyond the limitations and exclusions set forth in the applicable governing agreement.