Terms of Service

Latest Update Date: November 1st, 2026.

The Terms of Service (the "**TOS**") are between the entity identified in an Order Form ("**Customer**") and Flare Systems Inc., with a registered address at 1751 Rue Richardson, Unit 3.108, Montréal, Quebec, H3K 1G6, Canada ("**Flare**").

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 e-mail at legal@flare.io.

To the extent that Customer procured the Services from an authorized reseller (a "**Partner**"), Section 6 [Fees, Taxes] shall not apply. The terms and conditions applicable between Partner and Customer (the "**Partner Agreement**") will prevail over the Agreement, except that in no circumstance will Flare's liability or obligations to Customer exceed those set forth in the Agreement.

If the Customer procured a Third-Party Platform from Flare, as indicated in an Order Form, the terms and conditions of this TOS shall apply to the Third-Party Platform as indicated in this Agreement. In no circumstance will Flare's or the Third-Party Platform's liability or obligations to Customer exceed those set forth in the Agreement.

Flare is not responsible for Partner's or Third-Party Platform's representations and warranties except as otherwise set forth herein. To the extent that Customer obtained the Services from Partner, Customer will procure additional Services directly from Partner. If Partner ceases to be an approved or authorized reseller for any reason, Flare will notify Customer in writing, and the Agreement will apply in full to Customer.

1 DEFINITIONS

1.1 The expressions which are not defined elsewhere in the TOS are defined below.

- **Affiliates:** Any person or entity directly or indirectly controlling, controlled by or under common control with a party, where "control" means the legal power to direct or cause the direction of the general management of a party.
- **Agreement:** Includes the Terms of Service, the Data Processing Addendum, the Service Level Agreement, the Security Addendum, the Order Forms, and any amendments and addendum.
- **API Calls:** A request made by Customer to access or interact with the Flare Platform via the Flare Platform's API (the "**Flare API**"), including, but not limited to, retrieving data, submitting data, or invoking any functionality provided by the Flare API.
- **ASTP:** A functionality of the Flare Platform, named Account and Session Takeover Prevention, that may be procured by Customer during the Subscription Term as part of the Services, as indicated in an Order Form.
- **Confidential Information:** Any information disclosed by a party (the "**Disclosing Party**") to the other party or its Representatives (the "**Receiving Party**"), including all computer programs, codes, algorithms, know-how, processes, formulas, marketing plans, strategic plans, and other technical, business, financial and product development data and any other information which the Receiving Party should reasonably know is confidential to the Disclosing Party.
- **Customer Data:** Any data information or materials provided or submitted by Customer while using the Services. Customer Data does not include Intelligence Data nor Public Data.
- **Customer Headcount:** The total number of individuals who are (a) employees of Customer (and its Authorized Affiliates, if applicable), or (b) independent contractors or consultants engaged by Customer (or its Authorized Affiliates), in each case who have been issued an

individual, enabled account in Customer's (or its Authorized Affiliates') directory or identity management system or an individual email address on a domain owned or controlled by Customer (or its Authorized Affiliates). Customer Headcount excludes generic, shared, or non-personal service accounts, such as system, administrative, automated, or application accounts that are not assigned to a specific individual.

- **Documentation:** The documentation and other materials made available to Customer by Flare in connection with the Services, including the specifications available through our publicly available website https://docs.flare.io/.
- **DPA:** The Data Processing Addendum available at https://flare.io/data-processing-addendum, as modified from time to time.
- **Fees**: Any fees due by Customer pursuant to an Order Form for the Services, including any costs and expenses which are approved by Customer.
- **Flare Platform:** The web application, mobile application, search bar, Flare API, software and other components described in the Documentation, and made available to Customer pursuant to an Order Form, as part of the Services, for the duration of the Subscription Term.
- **Global Searches:** A functionality of the Flare Platform procured by Customer during the Subscription Term as part of the Services, pursuant to an Order Form, which enables the use of the global search bar. Identifiers are separate from Global Search.
- **Identifier:** An asset, such as a fully qualified domain name, an IP address, keyword, brand, product, person, or any other identifier type available in the Flare Platform.
- **Improvements:** Any enhancements, modifications, updates, upgrades, or refinements made to the Services, including the Flare Platform, excluding any new functionalities or modules which are made available to Flare's clients, subject to additional fees.
- **Intended Purposes:** Permitted purposes for the use of the Flare Platform, for legitimate internal business purposes only, as described in the Documentation. Subject to applicable laws, the Intended Purposes include (a) to ensure the security of corporate assets, employees and other persons on the Internet; (b) to prevent, discover and investigate fraud; (c) to gather threat intelligence pursuant to cybersecurity activities; (d) to conduct threat modelling, risk assessments or other activities relating to information and operational security; (e) similar purposes as permitted by this Agreement.
- **Intelligence Data:** The Public Data, along with any complementary and related data provided through the Flare Platform, including search bar results, industry trends, threat intelligence, enriched data, threat scores and recommendations, which are provided by Flare pursuant to this Agreement.
- **IP:** All intellectual property, including, works, inventions (whether patentable or not), discoveries, improvements, trade secrets, know-how, scientific formulas, data, information, images, reports, results, analysis, software, models, research and development information, technical information, prototypes, specifications, patterns, drawings, algorithms, products, compositions, processes and protocols, methods, tests, devices, computer programs, trademarks and any and all proprietary rights provided under patent law, copyright law, trademark law, design patents or industrial design law, semiconductor chip or mask work law, or any other statutory provision or civil or common law principle applicable to the protection of intangible proprietary information or rights, including trade secret law, which may provide a right in any of the foregoing as well as any and all applications, registrations or other evidence of a right in any of the foregoing.
- **Losses:** Any claims, damages, fines, costs, and expenses, including reasonable attorney's fees, where applicable.
- **Monitoring Services:** The functionalities of the Flare Platform facilitating the monitoring of dark web forums, open ports, S3 buckets, ransomware blogs, public GitHub repositories, paste sites, dark web marketplaces, dark web chats, threat actors' profiles, infected device markets, illicit markets, public forums, and similar data sources as determined by Flare from time to time (the "**Monitored Sources**").
- **Order Form:** An order form, a quote, a purchase order, a change order or procurement document that indicates the applicable Services, the Subscription Tier, the Subscription Term, and the Fees. Order Forms may be generated directly by Flare, by a Partner, or through an approved third-party marketplace. If the Services are procured through a Partner, the Partner Agreement finds application, and any reference to an Order Form is a reference to the Partner Agreement, including any order between Partner and Customer.
- **PoC Services:** Any Services provided, for any period, as a proof-of-concept, beta trial, early version for evaluation, developer-only version, free trial, temporary access, or preview

version. PoC Services include any temporary access to part, or all the Services provided for testing, sampling, demos or otherwise, as indicated in an Order Form, or otherwise in the Flare Platform.

- **Public Data:** Any data which is made available to Customer from Monitored Sources, including any data retrieved or accessed through the Retrieval Function, or otherwise publicly available data.
- **Query Identifier:** A type of Identifier used in the Flare Platform to string together multiple query words, allowing users to perform searches or queries as part of the Flare Platform functionality.
- **Representatives:** A party's Affiliates, directors, employees, agents, licensors, service providers, officers, and representatives.
- **Retrieval Function:** A functionality of the Flare Platform that allows for the retrieval of data, software, content, or material which is available on Monitored Sources.
- **Security Addendum:** Flare's Security Addendum available at https://flare.io/legal/Flare-Security-Addendum, as modified from time to time
- **Services:** The services provided to Customer pursuant to an Order Form, including, as applicable, the access and use of the Flare Platform, Identifiers, Global Searches and Documentation. The Services include technical and maintenance services as detailed in the SLA, the Monitoring Services, and the Take Down Services. The Services may include Third-Party Services, including access and use of a Third-Party Platform, as indicated in an Order Form.
- **SLA:** The Service Level Agreement applicable to the Services, available at https://flare.io/legal/flare-service-level-agreement as modified from time to time.
- **Subscription Term:** The period during which the Services will be provided to Customer, as indicated in the Order Form.
- **Subscription Tier:** The tier or package of Services procured by Customer, as specified in an Order Form, which determines the features, entitlements and usage limits applicable to Customer. Customer's Subscription Tier is determined based on Customer Headcount.
- **Take Down Services:** The Services provided by Flare to attempt to obtain the removal or take down of domains, social media profiles, and other permitted take downs, as described in the Documentation.
- **Taxes:** all transactional taxes, levies and similar charges such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
- **Third-Party Platform:** The web application, mobile application, API or software of Third Party's made available to Customer by Flare pursuant to an Order Form, as part of the Services, for the duration of the Subscription Term.
- **Third-Party Services:** Any integration partners, third-party applications, technologies, or services, including Customer's IT systems, vendors, and partners.

2 PROVISION OF THE SERVICES

2.1 **Procurement:** Subject to the payment of the Fees, during the Subscription Term, Flare will provide the Services described in an Order Form.

2.2 **Third-Party Platform:** The Services may integrate Third-Party Services and include access and use of a Third-Party Platform, as indicated in an Order Form. Customer acknowledges and agrees that its obligations under this TOS shall apply to the Third-Party Platform in the same way it applies to Flare's Platform (*mutatis mutandis*), and all terms, conditions, limitations, disclaimers and obligations applicable under this Agreement shall also apply to Customer's access and use of Third-Party Platform (*mutatis mutandis*). Moreover, Customer shall comply with any additional third-party terms when using the Third-Party Platform, it being understood that in no circumstance will Flare's liability or obligations to Customer exceed those set forth in the Agreement.

2.3 **Authorized Affiliates:** Customer will have the right to make the Services available to its Affiliates, in whole or in part, only as agreed upon in an Order Form (the "**Authorized Affiliates**").

Authorized Affiliates' use of the Services is bound by the Agreement, and Customer remains liable for breaches of the Agreement by Authorized Affiliates.

2.4 **Provisioning:** Customer is responsible for provisioning end users' access to and configuring the Flare Platform. Flare is not responsible for end users' failure to protect the confidentiality of their credentials. Customer will promptly suspend access to compromised accounts and inform Flare of such compromission. Customer can configure the Flare Platform to generate alerts for Identifiers. Customer is responsible for monitoring the Flare Platform for alerts.

2.5 **Service Levels:** During the Subscription Term, Flare will provide technical support and maintenance in accordance with the SLA. The Services include the Improvements made to the Services during the Subscription Term. The Flare Platform will be available based on the service levels specified in the SLA. Unless agreed otherwise in an Order Form, if Customer procured the Services from a Partner, Customer must obtain technical support directly from Partner.

2.6 **Third-Party Services availability.** Flare shall deploy commercially reasonable efforts to maintain access to Third-Party Platforms provided in an Order Form, throughout the Subscription Term. If access to any Third-Party Platform is suspended, restricted, disabled or removed from the Flare Platform during the Subscription Term, Flare shall deploy commercial reasonable efforts to promptly restore such access, or to ensure substantially similar services become available or that the objectives of the Services are otherwise fulfilled within 30 days. If Flare is unable to secure substantially similar services or to ensure the objectives of the Services are otherwise fulfilled within 30 days, Customer shall be entitled to a pro-rated reimbursement of the fees corresponding to the affected Third-Party Platform access, as indicated in the applicable Order Form, for the remaining months of the Subscription Term.

2.7 **Take Down Services:** The Take Down Services are only provided for domain names and social media profiles (excluding specific posts) unless agreed otherwise in writing by Flare. Flare does not control third parties' response time to take down requests, and a request may not be successful. Even if Take Down Services are successful, other domains and social media profiles may continue to appear or may continue to exist. Flare will keep Customer reasonably informed of the progress of any Take Down Services.

2.8 **POC Services:** Notwithstanding anything to the contrary, PoC Services are provided "as is," "where is," and "as available," and neither Flare nor its Representatives make any representations or warranties. PoC Services may contain bugs, errors, limited functionalities and may be interrupted or suspended at any time. Any interface, information, or content accessed or used within PoC Services is Flare's Confidential Information. The PoC Services may be automatically disabled upon the expiration of the designated usage period, or at Flare's discretion, with or without prior notice.

3 ACCEPTABLE USE POLICY

3.1 **Intended Purposes:** Customer represents and warrants that (a) it will use the Flare Platform for the Intended Purposes only and in accordance with applicable law. and (b) will not use the Services in any manner that constitute unlawful surveillance and/or monitoring of individuals. Customer is responsible for ensuring that its use of the Flare Platform complies with the applicable laws, including, that it informed data subjects or obtained all the consents required under the law for the use of the Services, including, the Monitoring Services. Customer is solely responsible for all Customer Data, including but not limited to its accuracy, quality, and legality.

3.2 **Identifiers.** Identifiers can only be used on authorized corporate assets or other assets for legitimate business purposes consistent with the Intended Purposes. To prevent misuse of

Identifiers, the total number of Identifiers that Customer may have active at any time shall not exceed four (4) times the Customer Headcount, as specified in the applicable Order Form.

3.3 **Global Searches.** Each Global Search request provides a maximum of 100 results per search, as described in the Documentation.

3.4 **Flare API.** Customer shall be authorized to access and use the Flare API if specified in an Order Form.

3.5 **ASTP.** Customer shall be authorized to access and use the ASTP feature if specified in an Order Form. The ASTP feature is limited to 25 Identifiers and 25 Global Searches per month, regardless of Customer Headcount.

3.6 **Queries.** Customer shall not structure queries to circumvent this Section 3 (Acceptable Use Policy).

3.7 **Benchmarking:** Customer agrees not to engage in any competitive analysis, benchmarking, or performance testing of the Services without the prior written consent of Flare. During the Term, Customer will not disparage, publicly criticize, call into disrepute, or otherwise defame or slander the Flare Platform, Flare or its Representatives, in any manner that would reasonably be expected to damage the business or reputation of Flare or its Representatives.

3.8 **Prohibited Actions:** Customer shall not (a) modify, reverse engineer, decompile, or disassemble the Flare Platform; (b) remove, obscure, or alter any IP notices on the Flare Platform; or (c) sell, assign, rent, lease, lend, distribute, export, license, or otherwise transfer any rights to Flare's IP, except as expressly permitted under the Agreement.

3.9 **Prohibited Uses:** Customer represents and warrants that it will not, and it will not allow the use of the Flare Platform in a manner that: (a) results in bulk extraction of data from the Services, including the Intelligence Data; (b) disrupts or interferes with the use and enjoyment of the Flare Platform by others, including through denial-of-service attacks; (c) creates, transmits, or stores material that infringes third-party IP and privacy rights; (d) is threatening, abusive, fraudulent, or otherwise illegal; (e) results in sharing accounts or access with unauthorized parties, including through time-sharing or service bureaus; (f) results in the use of scripts or automated tools such as robots, scrapers, or data mining tools to extract, access or monitor any parts of the Services, including the Intelligence Data, except as permitted in this Agreement; (g) scans, probes, or performs unauthorized discovery on any computer systems, networks, or assets; or (h) penetrates Flare's security, including by introducing malware or exploiting vulnerabilities, without prior written authorization.

3.10 **Retrieval Function:** Customer acknowledges and agrees that they are solely responsible for ensuring that the use of the Retrieval Function, and the subsequent possession or handling of any retrieved data (including Public Data), complies with all applicable laws and regulations. Customer is aware that, in some jurisdictions, the possession or use of certain types of data, including stolen data, may result in criminal liability. Flare and its Representatives make no representations or warranties regarding the legality, suitability or innocuousness of any retrieved data and disclaim any responsibility for ensuring Customer's compliance with applicable laws. Public Data accessed or retrieved via the Retrieval Function may include, but is not limited to, security vulnerabilities, malicious content, and stolen or illicitly obtained assets. Customer assumes full responsibility for any risks associated with accessing or using such data. Flare and its Representatives expressly disclaim any liability for any Losses incurred by the Customer as a result of the use or misuse of the Retrieval Function, particularly where such use is contrary to these stipulations or in violation of applicable law.

3.11 **Misuse:** Customer will take commercially reasonable actions to prevent misuse of the Flare Platform or the Intelligence Data by Customer and its Representatives. Customer undertakes to inform Flare promptly if it becomes aware of any such misuse and to take all necessary

measures, including technical, contractual or otherwise, to ensure that any misuse of the Flare Platform or the Intelligence Data ceases immediately.

3.12 **Monitoring:** Flare and its Representatives reserve the right to monitor Customer's use of the Services to (a) ensure compliance with this Agreement, (b) monitor the performance, integrity, and availability of the Services, and (c) prevent or remediate technical issues and provide support. If, in Flare's sole discretion, such use is found to violate the terms of the Agreement, or if it is determined that Customer's use poses a threat to the security, integrity, performance, or functionality of the Services, Flare may, with or without prior notice, take immediate action to suspend or restrict Customer's access to the Services. Flare will notify Customer of any suspension or restriction as promptly as reasonably possible, and any such suspension will be limited to the minimum extent necessary to address the issue or violation.

4 IP

4.1 **Customer Data:** Customer retains all rights, title, and interest in and to Customer Data, including any associated IP rights. Flare acknowledges and agrees that Customer Data is the exclusive property of the Customer, and that Flare does not acquire any rights, title, or interest in Customer Data, except as expressly granted under this Agreement. Flare will process Customer Data solely in accordance with the DPA and will implement and maintain the technical and organizational security measures described in the Security Addendum to protect the integrity and confidentiality of Customer Data.

4.2 **Intelligence Data:** Subject to this Agreement and for the duration of the Subscription Term, Flare grants to Customer and Authorized Affiliates a non-exclusive, non-transferable, and non-sublicensable (except as explicitly permitted herein) right to access and use the Intelligence Data solely for the Intended Purposes. This right does not include the ability to monetize, resell, sublicense, or make the Intelligence Data available to unauthorized third parties.

4.3 **Third-Party Data:** Customer agrees that some data accessed or retrieved through the Retrieval Function may contain data or information that are not the property of Flare nor controlled by Flare, but rather the property or under the control of Flare's Representatives or third parties ("Third-Party Data"). Flare is not responsible for such data. When accessing such Third-Party Data, Customer understands that Flare does not guarantee its accuracy, completeness or ongoing availability. Flare cannot guarantee the permanent availability of specific Third-Party Data and may discontinue access to such Third-Party Data. However, where such Third-Party Data is material to the Services, Flare shall deploy commercial reasonable efforts to ensure substantially similar data remains available or that the objectives of the Services are otherwise fulfilled. The Customer shall not be entitled to any refund, credit or other compensation due to the unavailability of specific Third-Party Data.

4.4 **Derivative Works:** Customer and Affiliates are prohibited from creating derivative works based on the Intelligence Data, except where such derivative works are strictly necessary for the Intended Purposes. Under no circumstances may the Intelligence Data, or any derivative works thereof, be used for competitive purposes, or in any way that would compete with Flare's business, products, and services.

4.5 **Feedback:** Flare will be the sole owner of any suggestions, enhancement requests, recommendations or other feedback provided by Customer to Flare, to the extent that they relate to the Flare Platform ("**Feedback**"). Customer hereby assigns to Flare all its rights, titles, and interests therein, and waives any non-assignable moral right therein, Flare accepting such assignment and waiver.

5 CONFIDENTIAL INFORMATION

5.1 **Exclusions:** Confidential Information does not include information which the Receiving Party can demonstrate: (a) is readily available to the public in the same form through no fault of the Receiving Party; (b) did not originate from the Disclosing Party and was lawfully obtained by the Receiving Party in the same form from an independent third party without any restrictions on disclosure; or (c) did not originate from the Disclosing Party and was in the possession of the

Receiving Party in the same form prior to disclosure to the Receiving Party by the Disclosing Party.

5.2 **Obligations:** The Receiving Party may not use or disclose the Disclosing Party's Confidential Information, except (a) as reasonably required to provide the Services and execute its obligations pursuant to the Agreement; (b) to comply with applicable laws; and (c) to obtain professional advice, such as from a financial or legal counsel. Each recipient will be under a confidentiality agreement substantially similar to the one contained herein, or a similar legal obligation.

5.3 **Legal Disclosure:** If the Receiving Party is required by law, regulation, court order, or by a governmental or regulatory authority to disclose any Confidential Information of the Disclosing Party, the Receiving Party will, to the extent permitted by applicable law, promptly notify the Disclosing Party in writing of such requirement prior to making the disclosure. The Receiving Party will reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in any efforts by the Disclosing Party to limit, restrict, or contest the required disclosure or to obtain a protection order or other confidential treatment of the Confidential Information. The Receiving Party will only disclose the portion of the Confidential Information which it reasonably believes is legally required to disclose.

5.4 **Deletion:** Upon the termination or expiration of the Agreement, for any reason, the Receiving Party will securely destroy the Disclosing Party's Confidential Information or, at the request of the Disclosing Party, return all Confidential Information in its possession. Notwithstanding the foregoing, the Receiving Party may keep copies of Confidential Information if required to comply with applicable laws or their administration, and as part of reasonable and encrypted backups for business continuity purposes.

6 FEES, TAXES

6.1 **Subscription Tier:** Fees are determined in accordance with the Subscription Tier and the threshold corresponding to the Customer Headcount, as indicated in an Order Form. Customer is responsible for stating its Customer Headcount accurately within such thresholds. Flare may request, no more than once per Subscription Term, reasonable evidence of Customer Headcount. If Customer materially misrepresents its Customer Headcount in a manner that would have resulted in Customer being placed in a higher Subscription Tier, Flare may, upon written notice to Customer, move Customer to such Subscription Tier and invoice Customer for the corresponding Fees, without prejudice to Flare's other rights and remedies under the Agreement.

6.2 **Payment:** Customer will pay for the Fees, and any other amounts owing under the Agreement, as specified in the Order Form. Customer will pay for all Taxes which Flare is required to collect pursuant to applicable laws. Unless specifically agreed otherwise in the Agreement, the Fees are non-reimbursable and non-cancellable.

6.3 **Payment Terms:** Unless otherwise specified in such Order Form, Customer will pay all Fees within 30 days of the receipt of an invoice. If the Fees are not paid within this delay, the interest of 1.5% monthly (or 18% annually) will be applied to any overdue Fees, until the payment of such Fees and corresponding interests. If the Fees are not paid within 60 days of the due date, Flare may, upon written notice to this effect to Customer, suspend the performance of the Services until reception of the payment for the Fees overdue and the corresponding interests. If Customer does not pay the Fees for a period of 90 days, upon receiving a notice to this effect by Flare, Customer will reimburse any costs and expenses (including but not limited to reasonable attorneys' fees) incurred by Flare to collect any undisputed amount that is not paid when due. The Fees due by Customer may not be withheld or offset against amounts due to Customer by Flare for any reason.

6.4 **Renewal:** Flare may change the Fees applicable to the subsequent Subscription Term by providing written notice to Customer 60 days before the end of the then-current Subscription Term. If Customer Headcount increases above the maximum headcount number of Customer's Subscription Tier, Flare shall indicate the new applicable Subscription Tier and Fees to Customer in an Order Form 60 days before the end of the then-current Subscription Term. Unless either party indicates that it does not intend on renewing the Subscription Term at least 30 days before

the end of the then-current Subscription Term, the Subscription Term will renew automatically for a period of 12 months.

6.5 **Dispute:** If Customer disputes, in good faith, any portion of an invoice, Customer will provide written notice to Flare within 15 days from the invoice date, specifying the nature and amount of the dispute. Customer will pay any undisputed portion of the invoice. The parties will work together in good faith to resolve the dispute within 30 days from the date of the written notice. If the parties are unable to resolve the dispute within the specified period, each party reserves the right to exercise any remedies available under the Agreement or applicable law.

7 REPRESENTATIONS AND WARRANTIES

7.1 **Mutual:** Each party represents and warrants to the other that (a) the Agreement has been duly executed and delivered and constitute a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of Agreement.

7.2 **Flare:** Flare represents and warrants that the (a) Services will be performed in a professional and workmanlike manner, substantially in accordance with the Documentation; and (b) the Flare Platform is not, to the best of Flare's knowledge, in violation of a third party's copyright, patent or trademarks (an "**IP Claim**"). In the event of an IP Claim, Customer's sole remedy will be, at Flare's option, to (i) modify the Flare Platform to render it non-infringing; (ii) obtain a licence for Customer's continued use of the Flare Platform, or (iii) terminates the Order Form(s) and refund any prepaid, unused Fees corresponding to the remaining time in the Subscription Term.

8 INDEMNIFICATION

8.1 **Customer:** Customer agrees to indemnify, defend, and hold harmless Flare and its Representatives from and against all third-party Losses arising from the access or use of the Services in violation of this Agreement.

8.2 **Flare:** Flare agrees to indemnify, defend, and hold harmless Customer and its Representatives from and against any third-party Losses resulting from an IP Claim. The foregoing indemnification obligation does not apply to any IP Claims to the extent it arises from or relates to Customer's breach of the Agreement, including the unauthorized use of the Flare Platform, modifications to the Services not made or authorized by Flare, or any combination of the Services with Third-Party Services.

8.3 **Procedure:** Each party will promptly notify the other party in writing of any claims for which indemnification is sought under this Agreement. Each indemnifying party will have the exclusive right to control the defence and settlement of such a claim, provided that the indemnified party may participate in the defence and settlement at its own expense and with its own counsel. The indemnified party will reasonably cooperate with the indemnifying party in the defence and settlement of such a claim. The indemnifying party will not settle any claim that would impose any liability or obligation on the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed**.**

9 LIMITATION OF LIABILITY

9.1 **Indirect Damages:** Neither party will be liable to the other party for consequential, incidental, special, indirect or exemplary damages, including but not limited to any loss of profits, business contracts, anticipated savings, goodwill, data, productivity or revenue, or any wasted expenditure, in each case arising out of or related to the subject matter of the Agreement, even if apprised of the likelihood of such damages occurring.

9.2 **Limitation of Liability:** Except for an indemnification claim pursuant to Section 8, or for a breach of the DPA, including the Security Measures (the "Excluded Claims") to the greatest extent permitted under applicable law, neither Flare nor Customer will be liable to the other or their Representatives for damages exceeding the Fees paid or payable by Customer for the Services for the then-current Subscription Term, as set forth in an Order Form. Notwithstanding the

foregoing, each party's liability for the Excluded Claims will be limited to twice the Fees paid or payable by Customer for the Services for the then-current Subscription Term, as set forth in an Order Form.

9.3 **Risk Allocation:** This Agreement reflects the allocation of risks between the parties, as represented in the Fees. Each provision limiting liability, disclaiming warranties, or excluding damages is severable and operates independently from the others. The limitations set forth in Section 9 do not apply to bodily harm, or to other matters for which a party cannot exclude its liability under applicable laws.

10 DISCLAIMERS

10.1 **WARRANTIES:** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE SERVICES AND ANY RELATED MATERIALS, INFORMATION OR DOCUMENTATION ARE PROVIDED "AS IS," "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLARE AND ITS REPRESENTATIVES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS SET FORTH IN THE AGREEMENT, FLARE AND ITS REPRESENTATIVES DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED.

10.2 **INTELLIGENCE DATA:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLARE PROVIDES INTELLIGENCE DATA SOLELY FOR INFORMATIONAL PURPOSES AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ITS ACCURACY, RELIABILITY, INNOCUOUSNESS, ONGOING AVAILABILITY OR COMPLETENESS. THE INTELLIGENCE DATA SHOULD BE INDEPENDENTLY VERIFIED BY CUSTOMER. FLARE AND ITS REPRESENTATIVES DISCLAIM ALL LIABILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY OR USE OF THE INTELLIGENCE DATA.

10.3 **ARTIFICIAL INTELLIGENCE:** THE SERVICES LEVERAGE ARTIFICIAL INTELLIGENCE TO PROVIDE INSIGHTS AND CONTEXTUAL ANALYSIS, INCLUDING TO GENERATE INTELLIGENCE DATA. THE USE OF ARTIFICIAL INTELLIGENCE IS NOT ERROR-FREE AND MAY PRODUCE UNEXPECTED OR INACCURATE RESULTS. FLARE AND ITS REPRESENTATIVES DO NOT CONTROL THE DATA INPUTS USED TO GENERATE THE INTELLIGENCE DATA AND ARE NOT RESPONSIBLE FOR VALIDATING OR INTERPRETING SUCH DATA.

10.4 **THIRD-PARTY SERVICES:** FLARE'S SERVICES MAY INTEGRATE WITH OR ALLOW THE CUSTOMER TO INTERFACE WITH THIRD-PARTY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLARE MAKES NO WARRANTIES OR GUARANTEES REGARDING THE COMPATIBILITY, AVAILABILITY, PERFORMANCE, OR RELIABILITY OF SUCH THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES THAT ANY DECISIONS TO USE OR INTERFACE WITH THIRD-PARTY SERVICES ARE MADE INDEPENDENTLY AND AT THE CUSTOMER'S OWN RISK. FLARE DOES NOT ENDORSE, SUPPORT, OR ASSUME ANY RESPONSIBILITY FOR THIRD-PARTY SERVICES, INCLUDING THEIR SECURITY, DATA HANDLING, OR COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO INDEPENDENTLY RESEARCH AND VERIFY THE SUITABILITY OF THIRD-PARTY SERVICES FOR THEIR INTENDED USE, INCLUDING THE SECURITY AND LEGAL COMPLIANCE OF ANY DATA TRANSFERS TO OR FROM SUCH SERVICES. FLARE SHALL NOT BE LIABLE FOR ANY ISSUES, DAMAGES, OR LOSSES ARISING FROM THE CUSTOMER'S USE OF THIRD-PARTY SERVICES, OR FROM ANY INCOMPATIBILITIES BETWEEN SUCH SERVICES AND FLARE'S PLATFORM.

11 TERMINATION; SUSPENSION

11.1 **Termination for Convenience:** Either party may terminate the Agreement for convenience upon written notice of 30 days to the other party. If the Agreement is terminated for convenience by

Customer, all Fees due until the end of the then-current Subscription Term will be due immediately, and may be invoiced by Flare or by Partner, as applicable. Flare will have no other rights due to an early termination by Customer, and the payment of the Fees is considered a reasonable payment for the damages.

11.2 **Termination for Cause:** Each party may terminate the Agreement in the event of a material breach by the other party, which has not been cured within 30 days of receiving written notice of such breach from the non-breaching party. Notwithstanding the foregoing, each party may terminate the Agreement immediately upon written notice to the other party if the other party commits a material breach of the Agreement and this breach is uncurable or cannot reasonably be cured within a 30-day period from the date of written notice of such a breach from the non-breaching party.

11.3 **Bankruptcy:** Either party may terminate the Agreement by providing a written notice to the other party if this party (a) becomes insolvent or is unable to pay its debts as they become due; (b) files a petition in bankruptcy, reorganization, or similar proceeding, or, if filed against, such petition is not removed within 90 days after such filing; (c) discontinue its business or (d) a receiver is appointed or there is an assignment for the benefit of the creditors. Such termination will be effective immediately upon the receipt of the written notice by the affected party.

11.4 **Effects:** In the event of a termination, all rights, and obligations of the parties under the TOS will cease except that Sections 2.8, 5, 8, 9, 10, 11.4 and 12 and the related definitions will survive the Term. If the Agreement is terminated by following Section 11.1, or if the Agreement is terminated by Flare as a result of Customer's material breach pursuant to Section 11.2, the Fees due until the end of the then-current Subscription Term will be due in full upon the termination of the Agreement by Customer. For clarity, if the termination is due to a material breach by Flare, Customer shall only be liable for the Fees until the termination date. The termination of the Agreement does not result in the termination of the Partner Agreement.

12 GENERAL PROVISIONS

12.1 **Order of precedence:** In the event of any conflict between the different parts of this Agreement, the following order of precedence shall apply: (1) Order Form; (2) DPA; (3) Security Addendum; (4) SLA; (5) the remaining of the Agreement.

12.2 **Governing Laws & Jurisdiction:** The following governing laws and jurisdictions are applicable. The United Nations Convention on the International Sale of Goods is specifically excluded from the application to the Agreement.

12.2.1 If Customer is in Quebec, Canada, the laws of the Province of Quebec, and the applicable laws of Canada, will govern the Agreement, and the parties attorn to the exclusive jurisdiction of the competent courts in the judicial district of Montréal, Quebec.

12.2.2 If Customer is elsewhere in Canada, the laws of the Province of Ontario, and the applicable laws of Canada, will govern the Agreement, and the parties attorn to the exclusive jurisdiction of the competent courts in Toronto, Ontario.

12.2.3 If Customer is in the European Union, the laws of France will govern the Agreement, and the parties attorn to the exclusive jurisdiction of the competent courts in the judicial district of Paris.

12.2.4 If Customer is in any other country, the laws of the State of Delaware, United States, and the applicable laws of the United States, will govern the Agreement, and the parties attorn to the exclusive jurisdiction of the competent courts in Delaware, United States.

12.3 **Partner:** Flare is not responsible for any disputes between Customer and Partner. Flare has no obligation to participate in such a dispute. Customer can lodge a complaint about a Partner at legal@flare.io.

12.4 **Insurance:** During the Term, and for 12 months thereafter, Flare will maintain professional liability insurance, including errors and omissions, with aggregate limits of at least $2,000,000. Upon request by Customer, Flare will provide a certificate of insurance demonstrating the required coverage.

12.5 **Interpretation:** The Agreement constitutes the entire agreement between the parties on the subject matter thereof, superseding any prior agreements, and there are no implied terms, conditions, commitments, or warranties not expressly provided herein. No waiver or course of dealing will modify, interpret, supplement, or alter the Agreement. Any provision found illegal by judicial interpretation will be ineffective to the extent of such prohibition, without materially adverse effect on any party. The Agreement does not establish a partnership or joint venture between parties, nor grant either party the authority to assume or create any obligation in the name of the other.

12.6 **Amendments:** Flare reserves the right to modify this Agreement from time to time. Flare will provide Customer with at least 30 days' prior written notice of any such modification. If any modification results in a material adverse change to Customer's rights or obligations under this Agreement, Flare will expressly notify Customer of the change, and Customer will have the opportunity to object to the modification within the 30-day notice period. If Customer does not object to the modification in writing within 30 days of receiving notice, the modification will be deemed accepted, and the Agreement will be considered modified accordingly. If Customer does object, the parties will work in good faith to resolve the objection, failing which, the unmodified Agreement will remain in effect until the end of the current Subscription Term.

12.7 **Force Majeure:** Except regarding a payment obligation, neither party will be liable for any failure or delay in performing its obligations under the Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labour disputes, or any other extraordinary events or circumstances. The affected party will promptly notify the other party and make efforts to mitigate the impact of such an event on the other party. If the force majeure continues for more than 30 days, either party may terminate the Agreement without any liability or further obligation to the other party, except for any accrued but unpaid Fees due at the date of termination. Fees paid in advance corresponding to Services to be provided after the date of termination will be reimbursed in prorate of the time remaining in the Subscription Term.

12.8 **Assignment:** Neither Party may assign part or all of the Agreement without the prior written consent of the other, provided that either party may, in case of a sale of all or parts of its assets or a merger and acquisition or restructuring of its business, assign the Agreement to a successor in interest or an Affiliate, upon written notice to the other party.

12.9 **US Government:** The Flare Platform, and any software made available to Customer, if any, is commercial computer software, as that term is defined in 48 C.F.R. § 2.101. Accordingly, if Customer is the U.S. Government or any contractor therefore, Customer will receive only those rights with respect to the Flare Platform, Intelligence Data and Documentation as are granted to all other clients under licence, in accordance with (a) 48 C.F.R. § 227.7102 through C.F.R. §227.7204, with respect to the Department of Defense and their contractors or (b) 48 C.F.R. § 12.212 with respect to all other U.S. Government licensees and their contractors.

12.10 **Anti-Corruption:** Each party will comply with all applicable anti-corruption laws, including the *Canadian Corruption of Foreign Public Officials Act* and the *U.S. Foreign Corrupt Practices Act of 1977*, as amended from time to time. Flare represents that it is not or has not been the subject of any investigation or inquiry by any authorities with respect to potential or actual violations of anti-corruption laws.

12.11 **Sanctions and Export control:** Each party will comply with all applicable sanctions and export control laws and regulations, including the *Export and Import Permits Act (Canada)*, the *Special*

Economic Measures Act, the *United Nations Act*, and the *U.S. Export Control Reform Act of 2018* as amended from time to time.

12.12 **Notices:** Any notice required under the Agreement will be in writing and will be deemed to have been duly given (a) when delivered in person; (b) when sent by confirmed email or electronic messages or (c) when sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth in the Order Form, or in the case of Flare, at legal@flare.io. Notice will be deemed effective upon receipt.

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