

PARTNER TERMS

The Partner Terms (together with the DPA, the SLA, and any appendices, exhibits, addendum and amendments, the “**Terms**”) are between the entity identified in an Order Form (“**Customer**”) and Flare System Inc., with a domiciliated address at 1751 Rue Richardson, Montréal, Quebec, H3K 1G6, Canada (“**Flare**,” each a “**Party**” and together, 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. DEFINITIONS

- 1.1. “**Affiliates**” means an entity that controls is controlled by or shares common control with either Party, where such control arises from either (a) direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock, by contract, or otherwise.
- 1.2. “**Add-On Services**” means Services which are subject to additional terms and conditions (the “**Specific Terms**”).
- 1.3. “**API Calls**” means a request to access or interact with the Flare Platform via the Flare APIs, including, but not limited to, retrieving data, submitting data, or invoking any functionality provided by the Flare APIs.
- 1.4. “**Client**” means a person, such as an entity, to whom Partner Resells a Subscription to the Flare Platform or as part of the MSSP Offer, including, any potential clients.
- 1.5. “**Confidential Information**” means any data disclosed by a Party or its Representatives (the “**Disclosing Party**”) to the other Party or its Representatives (the “**Receiving Party**”), including, without limitation, all computer programs, codes, algorithms, know-how, processes, formulas, marketing plans, strategic plans, and other technical, business, financial and product development data, which the Receiving Party should reasonably know is confidential to the Disclosing Party. For the avoidance of doubts, Partner’s Confidential Information includes the Partner Data.
- 1.6. “**DPA**” means the Data Processing Addendum, available at [Flare-Data-Processing-Addendum-v4.2.pdf](#), as modified from time to time.
- 1.7. “**Documentation**” means the documentation and other materials made available to Partner by Flare in connection with the Flare Platform, including the specifications, and available at <https://docs.flare.io/>, as modified from time to time.
- 1.8. “**Export Laws**” means the Laws relating to the control of imports and exports of the Services, or otherwise, to the Terms, including the *Export Administration Regulations of the U.S. Department of Commerce*, the *International Traffic in Arms Regulations* of the U.S. Department of State, and the *Enhanced Proliferation Control Initiative*, as well as similar Laws from the Canadian government.
- 1.9. “**Fees**” means any fees which must be paid to Flare by Partner pursuant to the Terms, and in accordance with a Purchase Order. The Partner Portal details the applicable Fees and Subscription Plans.
- 1.10. “**Flare APIs**” refer to the suite of application programming interfaces (“**APIs**”) provided by Flare as part of the Services, and as indicated in a Purchase Order from time to time.
- 1.11. “**Flare Platform**” means the web application and platform described in the Documentation, including, any Flare APIs.

- 1.12. **“Identifier”** means an asset, such as a fully qualified domain name, an IP address, keyword, brand, product, person, or any other identifier type which can be monitored through the Services.
- 1.13. **“Intelligence Data”** means 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 obtained through the Services, including by way of API Calls. Intelligence Data can be used to supplement and augment Partner Data, including, to provide context on alerts obtained from Identifiers, or from the results obtained from the use of the search bar available in the Services.
- 1.14. **“Intended Purposes”** means permitted purposes relating to cybersecurity, privacy and related protection services, and as described in the Documentation. The Intended Purposes include the access and use of the Services (a) to ensure the security of corporate assets, employees and other persons on the Internet, as permitted under the Laws; (b) to prevent or discover fraud; (c) to gather threat intelligence in relation to Customer’s activities, stakeholders, and related threats (d) as part of an MSSP Offer; (e) to conduct threat modelling, risk assessments or other activities relating to information and operational security; (f) to provide cybersecurity professional services, including, threat intelligence, breach simulations, open source intelligence research, and (g) similar purposes as permitted under the Laws, excluding, any purposes in violation of individuals’ rights to privacy.
- 1.15. **“IP”** means all right, title and interest in and to any and all intellectual and industrial property, including (a) any and all patents and applications, therefore; (b) any and all inventions, trade secrets, designs, methods, processes and know-how; (c) any and all copyrights, copyright registrations and applications, therefore, and all other rights corresponding thereto throughout the world; (d) any and all trade names, corporate names, logos, common law, trademarks, trademark registrations and applications, therefore, and (e) any and all computer programs, applications or software whether in sources, object or executable code, and any proprietary rights in such programs, applications or software, including documentation and other materials or documents related thereto.
- 1.16. **“Laws”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirements, or rule of law of any federal, provincial, territorial, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction applicable to the Terms, or the Resell of the Flare Platform.
- 1.17. **“Losses”** means any claim, damages, costs, expenses, fines, and losses, including reasonable attorneys’ fees.
- 1.18. **“Marks”** means the logo, trademarks, distinct features, service name, trade names and distinctive features of a Party.
- 1.19. **“Managed Security Service Provider”** or **“MSSP”** means a Partner who can provide continuous protection or managed services to Clients, and which Resells the Services as part of the MSSP Offer.
- 1.20. **“MSSP Offer”** means Partner’s managed security services offering, including, by way of example, the continuous monitoring, management, and response. This encompasses the use and access of the Services to monitor dark web forums, open ports, S3 buckets, ransomware blogs, public GitHub repositories, paste sites, dark web marketplace, and other data sources, on a continuous basis.
- 1.21. **“Partner Content”** means the Partner Data, the Partner Marks, and any material provided by Partner to Flare pursuant to these Terms, for the purpose of the Resell of the Flare Platform.
- 1.22. **“Partner Data”** means any data, information, or materials provided or submitted by a User to Flare while using the Services.
- 1.23. **“Partner Portal”** means Flare’s online portal available at <https://partner.flare.systems/>, as updated from time to

- 1.24. **“Public Data”** means any data which is made available through the Flare Platform, including on the dark net and other monitored sources. Public Data can be retrieved through the Retrieval Function. For clarity, Public Data shall not be interpreted or construed as Partner Data.
- 1.25. **“Purchase Order”** means an order form, quote, or otherwise, order mechanism through which Partner can procure Subscriptions to the Flare Platform, including, Identifiers, or Take Down Services. A Purchase Order must be agreed upon by both Parties in writing. Additional conditions in a Purchase Order which haven’t been accepted by Flare aren’t enforceable against Flare.
- 1.26. **“Query Identifier”** means 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.
- 1.27. **“Representatives”** means a Party’s Affiliates, employees, directors, officers, agents, subcontractors, and licensors.
- 1.28. **“Resell”** means the sale, resale, distribution, and advertising of the Services, including, any Identifiers. For clarity, Resell also includes the access and use of the Services as part of the MSSP Offer, as applicable from time to time.
- 1.29. **“Reseller Program Guide”** means the document available in the Partner Portal, as modified from time to time.
- 1.30. **“Retrieval Function”** means a functionality of the Flare Platform facilitating the retrieval of material available through monitored sources, including Public Data.
- 1.31. **“SLA”** means the Service Level Agreement available at [Flare-Service-Level-Agreement-v2.1-1.pdf](#), as modified from time to time.
- 1.32. **“Services”** means the Flare Platform, the Add-On Services, the Take Down Services, the technical support and maintenance, and any Services which Partner is authorized to Resell, or to provide, as described in the Partner Portal.
- 1.33. **“Subscription Plan”** means a subscription to access and use the Services, as described in an Order.
- 1.34. **“Subscription Term”** shall have the meaning set forth under Section 12.1.
- 1.35. **“Take Down Services”** refers to a functionality of the Flare Platform that allows Users to attempt to obtain the removal or take down of domains, social media profiles, and other permitted objects, as indicated in the Documentation.
- 1.36. **“Tenant”** means, in the context of the MSSP Terms, a distinct instance within the Flare Platform. Each Tenant has its own segregated data, configurations and access controls.
- 1.37. **“Term”** shall have the meaning set forth under Section 12.1.
- 1.38. **“Territory”** means worldwide.
- 1.39. **“Third-Party Content”** means third-party services, products, technologies, or applications, including integration partners, the MSSP Offer (excluding the Flare Platform) and the Partner Content.
- 1.40. **“User”** means an end user that is authorized to use the Services on behalf of Partner, or Customer, in accordance with this Agreement.

2. INTERPRETATION

- 2.1. **Partner Terms.** The Terms shall also include the following appendices and exhibits:
 - ☐ Appendix A—Reseller Terms
 - ☒ Appendix B—MSSP Terms
- 2.2. **Resell.** Partner’s right to Resell the Services is be subject to the additional conditions set forth under Appendix A, including, the execution of the Terms of Services available at <https://flare.io/wp-content/uploads/Flare-Terms-of-Service-v4.0.pdf>, as modified from time to time (the **“TOS”**) by Clients.
- 2.3. **MSSP Terms.** Partner’s right to access and use the Services, including, by Reselling any Identifiers as part of an MSSP Offer, is subject to the additional conditions set forth under Appendix B.

- 2.4. Entire Agreement.** These Terms constitute the entire agreement and understanding between the Parties with respect to its subject matter. The Parties acknowledge that in entering the Terms, they have not relied on any oral or written representation, warranty, or other assurance (except those provided for or referred in these Terms) and waive all rights and remedies which might otherwise be available to them in respect thereof, except that nothing in these Terms will limit or exclude any liability of a Party for fraud.
- 2.5. Interpretation.** Any amendment to these Terms shall be made in writing and executed by both Parties. The waiver of a breach of a provision of these Terms will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of these Terms is held to be invalid or unenforceable, that part will be severed, and the rest of the Terms will remain in force.
- 2.6. Independent Contractors.** The Parties are contractors and independent from one another. Nothing in these Terms is intended to establish or authorize either Party as an agent, legal representative, joint venture, franchisee, employee, or servant of the other Party for any purpose. Except as specifically set forth herein, neither Party will make nor enter any contract, agreement, warranty, or representation on behalf of the other Party, incur any debt or other obligation on behalf of or under the other Party's name, or act in any manner which has the effect of implying or suggesting that it is the apparent agent of the other Party, except as expressly permitted herein. Neither Party will assume liability for or be deemed liable because of any such action by the other Party. Except as specifically set forth herein, neither Party will be liable for any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.
- 2.7. Order of Precedence.** In the event of any conflict between the different parts of the Terms, this conflict will be resolved as follows: (1) Specific Terms; (2) DPA (as applicable); (3) the appendices to the Partner Terms and (4) the remaining of the Terms and (5) the Purchase Order. Notwithstanding the foregoing, the Purchase Order will prevail if specifically indicated in an Order Form.

3. PARTNER PROGRAM

- 3.1. Appointment.** Subject to the conditions in these Terms, Partner is hereby appointed as a non-exclusive reseller of the Services within the Territory. Partner is authorized to Resell the Services to Clients, as set forth in the Terms. Partner may refer to itself as an authorized reseller of the Services in connection with such activities.
- 3.2. No Exclusivity.** Nothing in the Terms shall be interpreted as granting any exclusivity to Partner regarding the Resell of the Services. Despite the foregoing, if Flare refers a Client to Partner, then Partner will not, directly or indirectly, for the Term, and for 12 months thereafter, solicit, encourage or suggest to this Client to terminate its business relationship with Flare.
- 3.3. Registration Process.** Partner may register each qualified sale opportunity”), by providing the information reasonably required through the Partner Portal. The registration process is optional and detailed in the Reseller Program Guide.
- 3.4. Marketing Material.** Flare will provide Partner with reasonable marketing materials related to the Services (“**Marketing Material**”). Partner will be responsible for translating the Marketing Material and obtain Flare’s approval for any translations. Flare will also offer online training, as reasonably available, to ensure that Partner’s personnel are adequately informed about the Services. Training is subject to Flare’s availability, and at Flare’s discretion.
- 3.5. Press Releases.** The Parties will not publish or distribute any press releases or public statements regarding the Terms without first obtaining the other Party’s prior written review and approval, which shall not be unreasonably withheld or delayed.
- 3.6. Right of Refusal.** Flare reserves the right, at its sole and reasonable discretion, to reject any Purchase Order without liability to Partner. Partner must ensure that a Purchase Order is executed with Flare before finalizing a corresponding order with a Client.

- 3.7. **Demo.** Notwithstanding any provision to the contrary, all access and use of the Flare Platform provided as part of proof-of-concepts, beta access, trials, early versions, evaluations, free trials, temporary access, demonstrations, previews, or tests (collectively, “**Demos**”) are provided on an “as is” and “as available” basis. Flare and its Representatives disclaim all liability arising from or related to Demos. Demos may include bugs, errors, or limited functionalities and may not perform at the level of the fully released Flare Platform.
- 3.8. **Marks.** During the Term, each Party grants the other Party a limited, non-exclusive, royalty-free, non-sublicensable, and non-transferable (except as otherwise provided herein) licence to use, reproduce, publish, and distribute its Marks for the following purposes: (a) in connection with the Resell of the Services; (b) as part of the provision of the MSSP Offer; (c) to offer co-branded or white-labelled features, including reports; and (d) to feature, list, or identify the other Party in its Marketing Materials. This licence is subject to the applicable branding guidelines, as reasonably communicated by each Party from time to time.

4. PROVISION OF THE SERVICES

- 4.1. **Services.** During the Subscription Term, Partner shall have the right to access and use the Services for the commercial purposes permitted in the appendices, and in accordance with a Purchase Order.
- 4.2. **API Calls.** If Partner exceeds the number of API Calls allocated as part of the Services, Flare reserves the right to charge overage Fees as specified in the Partner Portal, or in a Purchase Order. Continued access to the Flare APIs may be suspended until such overage Fees are paid.
 - 4.3. If Partner exceeds the number of API Calls allocated as part of the Services, Flare reserves the right to charge overage Fees as specified in the Partner Portal, or in a Purchase Order. Continued access to the Flare APIs may be suspended until such overage Fees are paid.
- 1.1. **Specific Terms.** The Add-On Services may be subject to Specific Terms. These Add-On Terms shall apply to the Add-On Services as designated in the Partner Portal or as otherwise communicated by Flare to Partner from time to time. Flare will maintain a current and up-to-date list of any Add-On Services. Flare reserves the right to modify, update, or introduce new Add-On Services, or Specific Terms, at its sole discretion. Any changes or additions to the Specific Terms will become effective as specified in the notification provided through the Partner Portal or other written communication. Partner’s continued use, promotion, or otherwise, Resell of the affected Services constitutes acceptance of the updated Add-On Terms. Add-On Services may also be discontinued, in which case, Flare will provide a reasonable prior notice through the Partner Portal.
- 1.2. **Partner Data.** The processing of Partner Data by Flare is subject to the DPA, including the Security Addendum available at <https://flare.io/wp-content/uploads/Flare-Platform-Privacy-Policy.pdf>, as modified from time to time. For the purposes of the Terms, all references to “Customer Data” in the DPA shall be deemed to be “Partner Data,” and all references to “Customer” shall be deemed to refer to “Partner.” Partner shall ensure that it has all rights, title and interests required to allow Flare to process the Partner Data as intended under the DPA, including, to provide the Flare Platform.
- 1.3. **Technical Support.** Unless otherwise specified in a Purchase Order, Flare will provide technical support directly to Partner in accordance with the SLA. Partner is responsible for delivering technical support directly to end users, including handling any provisioning requests. Flare’s obligations under the SLA are solely to the Partner, and Flare will not respond to requests from end users directly. Unless Partner and Client agree otherwise in a separate agreement, the SLA outlined in the TOS will govern Partner’s provision of technical support to Clients. In this context, the term “Partner” will assume the same obligations as Flare under the SLA. Flare’s

sole responsibility is to provide technical support to Partner as per the SLA, with no direct obligations to Users.

2. CONFIDENTIAL INFORMATION

- 2.1. **Exceptions.** Confidential Information does not include information that the Receiving Party can demonstrate (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (b) becomes publicly known and made generally available after disclosure by the Disclosing Party, without any action or inaction of the Receiving Party; (c) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's written files and records as they existed prior to the time of disclosure; (d) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as proven by the Receiving Party's written files and records.
- 2.2. **Permitted Use.** The Receiving Party may only use nor disclose the Disclosing Party's Confidential Information as authorized herein, including to provide the Flare Platform, or to Resell the Flare Platform, or required to perform its obligations or exercise its rights under the Terms. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its legal and professional advisors, subject to an adequate nondisclosure agreement or equivalent confidentiality obligation.
- 2.3. **Legal Disclosure.** If the Receiving Party is required to disclose the Disclosing Party's Confidential Information to comply with the Laws, or the administration thereof, the Receiving Party shall, unless prevented from doing so by such Laws, inform the Disclosing Party as soon as possible, and shall refrain from disclosing any Confidential Information until the Receiving Party has had a chance to contest such request. In any case, the Receiving Party shall not disclose more Confidential Information than it is required under the Laws, or the administration thereof.
- 2.4. **Termination.** Upon termination of these Terms, or upon request by the Disclosing Party, the Receiving Party, will, at the Disclosing Party's option (a) return the Confidential Information, or (b) securely delete the Confidential Information, without undue delays, and in accordance with the industry's standards. Upon request, the Receiving Party will confirm in writing that the Confidential Information has been securely deleted. Despite the foregoing, the Receiving Party is authorized to keep copies of the Confidential Information (y) to comply with the Laws; (z) for business continuity purposes, pursuant to internal retention schedules, in which case, the Confidential Information will be protected by encryption and deleted without undue delays.

3. IP

- 3.1. **Ownership.** Except as expressly provided in these Terms, all rights, titles, and interests in and to the Flare Platform, Flare's Marks, Marketing Materials, and Documentation are the exclusive property of Flare and constitute Flare's IP. Partner retains all rights, titles, and interests in its own IP, including its Marks and Partner Content. All rights not expressly granted to the Partner under these Terms are reserved by Flare.
- 3.2. **Improvements.** The Services includes any new modules, versions, functionalities, or features of the Flare Platform that Flare generally makes available to its other customers without additional Fees (each an "**Improvement**"). Notwithstanding the foregoing, Flare reserves the right to introduce modules, versions, functionalities, or features that are not included in the Fees. Any such Improvements will not (a) materially and adversely affect the security of the Services, nor (b) be necessary for the Services to perform substantially as described in the Documentation. For clarity, all references to the Services in these Terms include any Improvements.

- 3.3. Feedback.** Flare is the sole owner of any suggestions, enhancement requests, recommendations or other feedback provided by Partner, in relation to the Services (the “**Feedback**”). Partner hereby assigns to Flare, without limitation of any kind, all rights, titles, and interests in the Feedback, and Flare hereby accepts such assignment. For the avoidance of doubts, Partner agrees and understands that Flare may commercialize the Feedback without any compensation to Partner.
- 3.4. IP Warranty.** Subject to the Terms, Flare represents and warrants that the Flare Platform, including, the Documentation and the Marks do not infringe upon or misappropriate any copyrights, trade secrets, or patents of any third party in the Territory. In case of a violation of this warranty, Flare will, at its sole discretion and expense, either (a) obtain the right for Partner and its Clients to continue using the Flare Platform; (b) replace or modify the Flare Platform so it becomes non-infringing or (c) if neither of the foregoing is commercially feasible, terminate the affected Services and refund any Fees paid for Services not rendered. Except as specifically set forth in the Terms, the foregoing remedy will be Partner’s sole remedy in case of a breach of this Section 6.4.

4. ACCEPTABLE USE OF THE FLARE PLATFORM

- 4.1. Intended Purposes.** Partner represents and warrants that it will, and it will allow authorize end users, to use the Flare Platform for the Intended Purposes, excluding, any uses that constitute unlawful surveillance and monitoring of individuals. Partner is responsible for ensuring that its use of the Flare Platform complies with the Laws, including, by determining the lawful basis of any surveillance.
- 4.2. Query Identifiers.** Query Identifiers may only be used in accordance with the Documentation and may not be used to circumvent the number of authorized Identifiers pursuant to a Purchase Order.
- 4.3. Take Down Services.** The Take Down Services are only provided for domain names and social media profiles (excluding specific posts) unless indicated otherwise in the Documentation. Flare does not control third parties’ response time to Take Down Services. Flare no makes no warranty nor representation that the Take Down Services will be successful, and even if successful, the objects of the Take Down Services may continue to appear or to exist for a certain time, or partially. Flare will keep Partner informed of the progress of any Take Down Services.
- 4.4. Benchmarking.** Partner may not use or allow the use of the Flare Platform for benchmarking, in comparison, for probing its security or for publishing opinions or critics without Flare’s prior written consent. During the Term, Partner 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.
- 4.5. Prohibited Actions.** Partner shall not, and shall not permit Users to: (a) modify, reverse engineer, decompile, or disassemble any part of the Services; (b) remove, obscure, or alter any IP notices within the Services; or (c) sell, assign, rent, lease, lend, distribute, export, licence, or otherwise transfer any rights to Flare’s IP, except as expressly permitted under the Terms.
- 4.6. Prohibited Uses.** Partner warrants that neither it nor its Users will: (a) disrupt or interfere with the use and enjoyment of the Flare Platform by others, including through denial-of-service attacks; (b) use the Flare Platform to create, transmit, or store material that infringes third-party IP, privacy rights, or violates Export Laws; (c) engage in conduct that is threatening, abusive, fraudulent, or otherwise illegal; (d) share accounts or access with unauthorized parties, including through time-sharing or service bureaus; (e) use automated tools such as robots, scrapers, or data mining tools to access or monitor the Services, except as allowed through APIs Calls; (f) scan, probe, or perform unauthorized discovery on any computer systems, networks, or assets; or (g) penetrate Flare’s security, including by introducing malware or exploiting vulnerabilities, without prior written authorization.

- 4.7. Retrieval Function.** Partner will use, and ensure that Clients use, the Retrieval Function exclusively in compliance with all relevant Laws. Partner must possess the necessary rights to access and retrieve Public Data. Partner acknowledges that accessing and retrieving Public Data in breach of the Terms may lead to criminal penalties. Public Data retrieved or accessed via the Retrieval Function may include security vulnerabilities, malicious content, and stolen assets. Flare and its Representatives disclaim any responsibility for Losses incurred by Partner due to the use of the Retrieval Function contrary to these stipulations.
- 4.8. Monitoring.** Flare reserves the right to monitor the access and use of the Flare Platform to ensure compliance with these Terms. If Flare determines, in its sole discretion, that any use of the Flare Platform is in violation of these Terms or applicable laws, or poses a threat to the security, integrity, or functionality of the Flare Platform, Flare may immediately suspend or restrict access to the Flare Platform without prior notice. Flare will make reasonable efforts to inform Partner of any such suspension or restriction and may provide an opportunity to cure the violation if deemed appropriate by Flare. Any suspension will be up to the minimum extent required to address the threats or risks.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Authority.** Each Party represents and warrants to the other that: (a). It has the full power and legal authority to enter into these Terms and perform its obligations hereunder, and no third-party consent is required for these Terms to be binding, or such consent has been duly obtained; (b) It is properly licensed and authorized to operate its business as contemplated by these Terms; and (c) each individual executing these Terms on behalf of a Party is duly authorized to bind that Party. Additionally, Partner represents and warrants that it will, at its own expense, obtain and maintain all necessary permits, licences, and authorizations required under the Terms. Failure to obtain or maintain such permits, licences, or authorizations may result in the immediate termination of the Terms at Flare's sole discretion.
- 5.2. Anti-Corruption.** Each Party shall comply with the Laws applicable to anti-bribery, anti-money laundering and anti-corruption, including, without limitation, the *Canadian Corruption of Foreign Public Officials Act* and the *U.S. Foreign Corrupt Practices Act of 1977*, as amended ("**Anti-Corruption Laws**"). Neither Party nor any of their Representatives are or has been the subject of any investigation or inquiry and represents and warrants that it has not been found in breach of the Anti-Corruption Laws and that no charge has been retained against this Party pursuant to Anti-Corruption Laws. Notwithstanding anything to the contrary, if either Party takes any action that could constitute a violation of Anti-Corruption Laws, the other Party may immediately terminate the Terms. This includes, but is not limited to, abstaining from offering, promising, giving, or accepting any form of bribe, kickback, or other corrupt payments to, or from any person or organization, including government officials, representatives of private sector companies, and any other parties.
- 5.3. Sanctions.** Partner represents and warrants that neither itself nor any of its Representatives are currently subject to any sanctions administered by any governmental departments, including the Office of Foreign Assets Control of the U.S. Department of the Treasury or any governmental authority in the countries where they conduct business. Partner agrees to implement and maintain effective measures to comply, and monitor compliance with Anti-Corruption Laws, including a reasonable vetting process of all Clients and end users to whom it Resells the Services. Partner will not Resell the Flare Platform to any entity or individual on a restricted list, and Partner will immediately cease business relationships with any entity or individual if they become listed on any such prohibited or restricted party's list.
- 5.4. Export Control.** The Terms are subject to Export Laws. Partner is responsible for ensuring that its Resell of the Services (and any related Documentation or otherwise, technical information) is not in violation of Export Laws. Neither Partner

nor its Representatives will export, re-export, distribute or otherwise transfer the Flare Platform, the Documentation, or any related technical information (a) to any country to which the competent authorities (including but not limited to, the Canadian and United States governments' entities) require an export licence, other government approval or letters of assurance without first obtaining such a licence, approval or letter, including, without limitation, any countries on Canada's Area Control List, or subject to the Canadian Economic Sanctions; or (b) for an end user that is directly or indirectly related to the research, development or production of chemical, biological or nuclear weapons or any missile programs for such weapons, or that otherwise disrupt international peace or is contrary to any restriction on end uses as set forth in the Export Laws.

- 5.5. Non-Solicitation.** Neither Party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of the other Party, during the Term and for 12 months thereafter, provided, however, that this paragraph shall not preclude employees from applying to publicly available job posting, or either Party from giving an employment reference for an employee.

6. FEES AND PAYMENT TERMS

- 6.1. Fees.** Partner will pay the Fees as specified in each Purchase Order, along with any applicable taxes that Flare is required to invoice or collect from Partner in accordance with the Laws. Except as explicitly stated herein, all Fees are non-reimbursable and non-cancellable.
- 6.2. Payment Terms.** Undisputed Fees are payable within 30 days from the invoice date. Payments made after this period will incur interest at a rate of 1.5% per month, or 18% per year. Partner shall also be responsible for any collection fees, legal costs, and expenses (including reasonable attorneys' fees) that Flare incurs in pursuing overdue amounts. Flare reserves the right to suspend any Services, if an invoice remains unpaid for more than 90 days following the invoice date. All amounts payable under these Terms are denominated in United States dollars (USD) unless otherwise agreed in writing. All payments under these Terms shall be made via electronic funds transfers, wire transfers, or other methods as agreed upon in writing by both Parties. Partner is responsible for ensuring that all payment details provided to Flare are accurate and up to date. Failure to do so may result in delays or interruptions in the Services.
- 6.3. Changes.** Flare reserves the right to modify the Fees at its sole discretion, provided that any such changes will only take effect after a 30-day written notice to Partner. Changes in the Fees will not affect any existing Purchase Orders received by Flare before the end of this notice period.
- 6.4. Renewal.** Unless explicitly stated otherwise in a Purchase Order, the Subscription Term for the Services will automatically renew for an additional 12-month Subscription Term at the then-current Fees indicated in the Partner Portal. Either Party may elect not to renew a Purchase Order by providing written notice to the other Party at least 30 days before the end of the then-current Subscription Term.
- 6.5. Indirect Taxes.** The Fees and any other amounts payable under this Agreement do not include any taxes, levies, duties, or similar governmental assessments, including but not limited to value-added, sales, use, or withholding taxes (collectively, "**Indirect Taxes**"). Partner is responsible for paying all Indirect Taxes associated with its purchases hereunder. If Flare is required to pay or collect Indirect Taxes on behalf of Partner, such amounts will be added to the invoice and payable by Partner, unless a valid tax exemption certificate is provided by Partner.
- 6.6. Withholding Taxes.** Partner is responsible for withholding, deducting, and remitting any taxes and other governmental charges imposed on payments made to Flare under this Agreement in accordance with the laws of the Territory or any other applicable jurisdiction. If any withholding tax is applicable, Partner shall increase the payments to Flare by the necessary amount so that the net amount received by

Flare, after the deduction or withholding, is equal to the agreed-upon Fees. Under no circumstances shall the amount received by Flare be less than the full amount specified in the Purchase Order. Partner will provide to Flare the official receipts and other evidence as reasonably requested to substantiate the payment of such taxes.

- 6.7. **Suspension.** Flare reserves the right to suspend access to the Services if Partner fails to make payments as required under these Terms before the due date. Flare will provide prior notice of any suspension and will work with Partner to resolve payment issues before suspending the Services. The Services will be reinstated once all outstanding amounts have been paid in full, along with any interests.
- 6.8. **Dispute.** Partner will have 30 days to dispute an invoice ("**Invoice Dispute**"). If Flare receives an Invoice Dispute within this delay, Flare will conduct an inquiry, and will, if applicable and at its reasonable discretion, issue a corrected invoice. Notwithstanding the foregoing, Partner shall pay for the undisputed parts of any invoice in accordance with the Terms. If the Parties do not agree on the outcome of the Invoice Dispute, Section 14 shall be applicable.
- 6.9. **DISCLAIMER WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES, INCLUDING ANY ASSOCIATED MARKETING MATERIALS, ADD-ON SERVICES, INTELLIGENCE DATA, PUBLIC DATA, AND DOCUMENTATION, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FLARE AND ITS REPRESENTATIVES MAKE NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FLARE DOES NOT WARRANT THAT THE FLARE PLATFORM WILL MEET PARTNER'S OR CLIENTS' REQUIREMENTS, BE ADEQUATE FOR OR COMPATIBLE WITH ANY MSSP OFFER OR THIRD-PARTY CONTENT, OR OPERATE UNINTERRUPTED, ERROR-FREE, OR WITHOUT DEFECTS. FLARE DISCLAIMS ALL RESPONSIBILITY FOR CORRECTING ANY ERRORS OR DEFECTS IN THE FLARE PLATFORM UNLESS EXPRESSLY PROVIDED OTHERWISE IN THESE TERMS.
- 6.10. **DATA SOURCES AND THIRD-PARTY CONTENT.** NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER FLARE NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR: (A) ANY ACCESS TO OR USE OF SERVICES IN VIOLATION OF THESE TERMS; (B) THE COMPLETENESS, ACCURACY, OR LAWFULNESS OF THE INTELLIGENCE DATA, PUBLIC DATA, PARTNER DATA, OR ANY THIRD-PARTY CONTENT MADE AVAILABLE THROUGH THE SERVICES; OR (C) ANY RELIANCE ON INTELLIGENCE DATA IN MAKING BUSINESS DECISIONS OR FOR ANY OTHER PURPOSE. THE INTELLIGENCE DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. 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. THE INTELLIGENCE DATA SHOULD BE INDEPENDENTLY VERIFIED BASED ON THE BUSINESS CONTEXT AND EXTERNAL FACTORS OUTSIDE OF FLARE'S CONTROL. FLARE DOES NOT PROVIDE LEGAL OR PROFESSIONAL ADVICE AND SHALL NOT BE LIABLE FOR ANY LOSSES ARISING FROM THE USE OF INTELLIGENCE DATA.
- 6.11. **PARTNER SERVICES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLARE IS NOT LIABLE FOR ANY SERVICES PROVIDED BY PARTNER, OR BY THIRD-PARTY SERVICE PROVIDERS. THIS INCLUDES BUT IS NOT LIMITED TO (A) THE PROVISIONING AND CONFIGURATIONS OF THE SERVICES; (B) THE SETUP AND MANAGEMENT OF ALERTS AND IDENTIFIERS; (C) ANY BREACH RESPONSE SERVICES, INCLUDING, THE INTERPRETATION OF DATA OR OUTCOMES GENERATED BY THE FLARE PLATFORM; (D) ANY DECISIONS OR ACTIONS TAKEN BASED ON THE USE OF THE FLARE PLATFORM.

7. INDEMNIFICATION

- 7.1. **Reseller.** Partner agrees to indemnify, defend, and hold harmless Flare and its Representatives from and against all third-party Losses arising from (a) any use of the Services in violation of the Terms, including, in violation of the Laws and (b) the Resell of the Services in violation of the Terms.
- 7.2. **Flare.** Flare agrees to indemnify, defend and hold harmless Partner and its Representatives from and against all third-party Losses arising out of or in connection with a breach of the IP warranty set forth under Section 6.4 (each an “**IP Claim**”). The indemnification obligations set forth in this Section doesn’t apply to any IP Claim that arises from (a) the combination, operation, or use of the Services with any product, software, service, or data not provided by Flare, if such IP Claim had been avoided but for such combination, operation or use; (b) any modifications or alterations to the Flare Platform not made by Flare if such IP Claim had been avoided but for such modifications or alterations; and (c) any access or use of the Services that isn’t in accordance with the Terms or the Documentation.
- 7.3. **Mutual.** Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other Party and its Representatives (the “**Indemnified Parties**”) from and against any third-party Losses resulting from or arising from (a) a breach of Sections 5 and 8 and (b) its gross negligence, fraud or wilful misconduct.
- 7.4. **Procedures.** The obligation to indemnify is subject to the condition that the Indemnifying Party is promptly notified in writing by the Indemnified Parties of any claim for which an indemnification is sought under these Terms. The Indemnifying Party will have the exclusive right to control the defence and settlement of such a claim, provided that the Indemnified Parties may participate in the defence and settlement at its own expense and with its own counsel. The Indemnified Parties will reasonably cooperate with the Indemnifying Party in the defence and settlement of such a claim. Neither Party will settle any claim that would impose any liability or obligation on the other Party without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed.

8. LIMITATION OF LIABILITY

- 8.1. **CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED UNDER THE LAWS, NEITHER PARTY, NOR THEIR REPRESENTATIVES WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, DATA, REVENUE, OR REPUTATIONAL DAMAGES) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE TERMS, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBTS, SUCH DAMAGES SHALL INCLUDE LOSS OF REVENUES, REPUTATIONAL DAMAGES AND LOSS OF GOODWILL, LOST PROFITS, COST OF CAPITAL, COST OF RESTORING LOSS DATA OR IT SYSTEM RECONSTRUCTION COSTS.
- 8.2. **DIRECT DAMAGES.** EXCEPT IN RELATION TO AN INDEMNIFICATION CLAIM, AND TO THE MAXIMUM EXTENT PERMITTED UNDER THE LAWS, IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY UNDER THE TERMS EXCEED THE VALUE OF THE SUBSCRIPTION FEES PAID FOR BY PARTNER IN THE LAST 12 MONTHS BEFORE THE EVENTS WHICH GAVE RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY INDEMNIFICATION CLAIM WILL BE LIMITED TO 2X THE VALUE OF THE SUBSCRIPTION FEES PAID IN THE LAST 12 MONTHS BEFORE THE EVENTS WHICH GAVE RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION 12 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM OR FAILURE OF ESSENTIAL PURPOSE.

- 8.3. Risk Allocation.** For the avoidance of doubt, the limitations in this Section 12 shall only apply to the extent permitted under the Laws. Certain jurisdictions do not allow for limitations of liability to bodily damages and moral damages, in which case, the foregoing limitations shall not apply.

9. TERM AND TERMINATION

- 9.1. Term.** The Terms enter into force as of the Effective Date and remain in full force for 12 months (the “**Term**”). The Term renews automatically for a subsequent period of 12 months unless either Party indicates otherwise in writing at least 30 days before the end of the then-current Term. Notwithstanding the foregoing, the Partner Terms shall continue in force for any active Purchase Order, until terminated in accordance with these Terms, or until the end of the Subscription Term, in which case, the automatic renewal set forth under Section 9.4 will not be applicable.
- 9.2. Subscription Term.** Each Subscription is valid for the period indicated in a Purchase Order (the “**Subscription Term**”). Except as set forth herein, the Subscription Term will renew automatically in accordance with Section 9.4.
- 9.3. Termination for Convenience.** Either Party may terminate part or all the Terms upon written notice of 30 days to the other Party. If there are any active Purchase Order, this termination will not apply to such Purchase Orders, and the Terms will continue in full force until the completion of such Purchase Orders. Alternatively, Partner may terminate the active Purchase Orders by paying all Fees until the end of the then-current Subscription Term.
- 9.4. Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice to the other Party if any of the following events (“Cause”) occurs:
- 9.5. Material Breach.** The other Party commits a material breach of any provision of the Terms, and such breach remains uncured 30 days after the non-breaching Party provides written notice of the breach, specifying in reasonable detail the nature of the breach and the steps required to cure it.
- 9.6. Insolvency or Bankruptcy.** The other Party becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, has a receiver appointed, or otherwise becomes subject to any proceeding under any bankruptcy or insolvency law, which is not dismissed within 90 days.
- 9.7. Effects of Termination.** Upon the termination of the Terms for any reasons, (a) Sections 2.4, 2.5, 2.6, 5, 6.1, 8, 9.9, 10, 11, 12.7, 13 and 14, and all related definitions will survive the Term (b) all licences and rights granted thereto shall immediately cease and be revoked; (c) each Party will cease to use the other Party’s Marks without undue delays; (d) Partner will no longer be authorized to Resell the Services, nor represent that it is associated with Flare.
- 9.8. Termination for Cause by Flare.** Subject to Appendix A, if the termination results from Partner’s fault, all outstanding Fees for the remainder of the then-current Subscription Term shall become immediately due. Flare will continue to provide the Services to Clients in accordance with the terms outlined in Appendix A.
- 9.9. Termination for Cause by Partner.** If the termination is due to a breach of the Terms by Flare, Flare will reimburse Partner in proportion of the Services not rendered as of the termination date.

10. DISPUTE RESOLUTION

- 10.1. Dispute.** All disputes arising out of or in connection with these Terms, including, without limitation, any legal relationship associated with or derived from these Terms (save and except with respect to such provisions which provide for an injunction or other immediate relief) (each a “**Dispute**”), will be resolved in accordance with this Section 13.
- 10.2. Amicable Resolution.** In case of a Dispute, either Party may initiate the resolution process set forth herein upon written notice to the other Party describing the nature of the Dispute and the requested reparation. Within 5 business days of the receipt of this notice, both Parties shall identify a senior representative with decision-making

power and the Parties shall negotiate in good faith a commonly acceptable business solution. If the Parties fail to find a commonly acceptable business solution within 30 days of the notice, either Party may solely initiate arbitration.

- 10.3. Arbitration.** All Disputes will finally be resolved by arbitration under the Arbitration Rules of the ADR Institutes of Canada, Inc. The Parties shall name an arbitrator by a common agreement or request that competent courts name a sole arbitrator reasonably qualified. The arbitration will occur in English. If Partner is in Canada, the arbitration will occur in the jurisdiction and under the laws indicated in Section 13.4.
- 10.4. Expedited Procedures.** For Disputes where the total amount in controversy is less than USD 50,000, the arbitration shall be conducted under the expedited procedures of the ADR Institutes of Canada, Inc., unless otherwise agreed by the Parties.
- 10.5. Injunctive Relief.** Notwithstanding the foregoing, nothing in this Section 13 shall prevent either Party from seeking interim or injunctive relief in any court of competent jurisdiction, including but not limited to reliefs necessary to prevent imminent harm, the infringement of intellectual property rights, or the misappropriation of trade secrets.
- 10.6. Governing Laws & Jurisdiction.** Unless the Parties agree otherwise in a Purchase Order, the governing laws and jurisdiction will be determined as follows:
 - 10.6.1.** If Partner is in Canada, the Terms are governed by and construed in accordance with the laws of Quebec and the laws of Canada applicable therein and the Parties each agree to attorn to the jurisdiction of the courts of Montreal, Canada.
 - 10.6.2.** If Partner is in the European Union, or the Economic European Area, the Terms are governed by and construed in accordance with the laws of France applicable therein and the Parties each agree to the jurisdiction of the courts in Paris, France.
 - 10.6.3.** If Partner is located elsewhere, the Terms are governed by and construed in accordance with the laws of Delaware, United States and the Parties each agree to attorn to the jurisdiction of the courts of Delaware, United States.

11. GENERAL TERMS

- 11.1. Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under the Terms, except for obligations to make payments, to the extent such failure or delay is caused by events beyond its reasonable control and not due to its negligence. These events include, but are not limited to, acts of God, fire, pandemics, epidemics, government orders or decrees, shortages of supply, unavailability of the Internet or other networks, power outages, denial of service attacks, zero-day attacks, and distributed denial of service attacks. The affected Party shall promptly notify the other Party of the occurrence of such an event and shall use commercially reasonable efforts to mitigate the adverse effects on the other Party. For clarity, Flare is not responsible for issues related to wireless networks or communication service providers through which the Flare Platform is accessed, nor can it guarantee the privacy or security of data transmissions that are outside its control.
- 11.2. Notices.** Any legal notice which must be provided to the other Party pursuant to the Terms will be provided at the contact information indicated in the order form.
- 11.3.** Notices under these Terms shall be deemed effectively delivered as follows: (a) upon receipt if delivered by courier; (b) on the date of receipt as confirmed by the recipient if sent by certified mail, postage prepaid, with return receipt requested; or (c) one business day after transmission if sent by email or other digital communication methods, including through the Partner Portal, provided no delivery failure notification is received. **Insurance Requirements.** During the Term, and for a period of 3 years thereafter, each Party shall, at its own expense, maintain commercially reasonable insurance coverage with insurers that have a minimum rating of B+,

Class X, or an equivalent rating acceptable to Flare. This insurance shall include, at a minimum: Such insurance will include Commercial General Liability with a limit of not less than \$2,000,000 per occurrence, Errors and Omissions Insurance and Privacy/Network Security Insurance. Each Party will provide a certificate of insurance demonstrating compliance with this section upon a written request by the other Party.

- 11.4. Assignment.** Neither Party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which may be granted or withheld at the sole discretion of the non-assigning Party. Notwithstanding the foregoing, either Party may assign the Terms, without the consent of the other Party, in the event of a bona fide corporate restructuring, merger, acquisition, or sale of all or substantially all its assets, provided that written notice is given to the other Party prior to such assignment. The Terms shall be binding upon and inure to the benefit of the permitted acquirers, assignees, and successors. Any assignment or transfer in violation of this clause shall be null and void.

12. APPENDIX A—RESELLER TERMS

The Reseller Terms apply when Partner Resell the Services, and Client is executing the TOS directly with Flare. The Resell of the Services as part of a MSSP Offer is subject to Appendix B. Reseller shall also be permitted to use the Services for commercial purposes, as described in this Appendix A. Nothing in this Appendix A shall be interpreted to allow Partner to provide access to the Services to any third parties.

1. PROCUREMENT

- 1.1. **Purchase Order.** Partner will provide Services for Clients by way a. The Purchase Order shall contain the Fees as indicated in the Partner Portal for the Services, the Subscription Term, and any other information as reasonably indicated by Flare from time to time. Partner shall, with respect to each Purchase Order submitted to Flare, be responsible for (a) ensuring the adequacy of the Purchase Order and (b) providing Flare with all information necessary to enable Flare to fulfill the Purchase Order.
- 1.2. **Sales & Marketing.** Partner shall be responsible for conducting business development, sales and marketing activities relating to Reselling of the Services. During the Term, Partner will deploy commercially reasonable efforts for the Resell of the Services, including by maintaining an adequate and suitably trained sales force to Resell the Services.
- 1.3. **Resell Price.** Partner will pay the Fees as indicated in the Partner Portal Partner may Resell the Services at its own discretion and determine the pricing for the Services. except in the event of a termination pursuant to Section 2.1 of this Appendix A, Partner is responsible for collecting fees from its Clients. Partner is responsible for paying the Fees in accordance with the Terms.
- 1.4. **Contracts.** Partner is responsible for entering in a sale agreement for the Services with each Client, and description the Subscription Terms and fees, as applicable (the “**Purchase Agreement**”). The Purchase Agreement must be conditional to Client’s approval of the TOS and should include a link to the then-current TOS, or a copy of the TOS. Partner is solely responsible for ensuring that each Client has agreed to the TOS prior for providing access to the Services. Under no circumstance will Flare’s responsibility and liability to a Client will be superior than intended under the TOS. Flare’s only warranties, representations and covenants regarding the Services provided to Clients are found in the TOS. Notwithstanding anything to the contrary, Flare will not be liable for any Losses resulting from a breach of the foregoing. Partner will have no right to negotiate on behalf of Flare, or enter into agreement on behalf of Flare.
- 1.5. **Technical Support.** Flare provides the technical support to Partner as described in SLA. Partner is responsible for any technical support that must be provided to a Client. Partner is responsible for ensuring that each Purchase Agreement includes commercial terms for technical support and maintenance in alignment with the SLA. Flare will not be required to provide technical support directly to Clients, and will not be required to provide any Services, including the technical support services, beyond what is agreed upon in the SLA.
- 1.6. **Account Provisioning.** Once the Purchase Order executed, Flare is responsible for creating an administrative account for the related Client. Any additional account provisioning or configuring of the Services is the responsibility of Partner or its Clients.
- 1.7. **Renewals.** Each Purchase Order is renewable for the duration of the Subscription Term, as applicable. If Partner determines that it does not intend on renewing the Services, then Flare shall have the right to contact Clients for such renewals. If so, such Clients will no longer be reserved Clients of Partner, and Flare can offer and

sell any Services to such Clients. The procedure for renewing a Purchase Order is described in more detail in the Reseller Program Guide.

2. DATA LICENSING

- 2.1. **Professional Use.** Subject to these Terms, and during the Subscription Term, Partner shall have the right to access and use the Services to provide professional services for the Intended Purposes, as described in this Appendix A. This professional licence does not allow Partner to provide access to the Services to Clients, nor to bundle the Services as part of a MSSP Offer.
- 2.2. **Intelligence Data.** During the Subscription Term, Flare grants Partner a limited, perpetual, non-exclusive, non-transferable and non-sublicensable (except as intended herein) license to use the Intelligence Data solely for the Intended Purposes, and for the professional use permitted in this Appendix A. Except as permitted herein, Partner may not (a) use the Intelligence Data to directly or indirectly, develop, support, or enhance any product, service, or solution that competes with the Flare Platform, (b) in any way that violates the Laws, (c) to train, create, or enhance any artificial intelligence models, machine learning systems or other data-driven products or services. For clarity, this licence does not allow Partner to modify, repackage or alter Intelligence Data beyond the Intended Purposes, including, to create derivative works for other purposes.
- 2.3. **Restrictions.** Partner may incorporate Intelligence Data retrieved through APIs Calls into reports, deliverables, or other outputs provided to Clients for the Intended Purposes. Except as permitted in the Terms, the Intelligence Data may not be monetized, resold, sublicensed, or otherwise made available to unauthorized third parties. Partner may not create derivative works of the Intelligence Data except as intended under these Terms.
- 2.4. **Users.** The Services include access to Tenants. Partner may authorize Clients to access and use a Tenant, in which case, Partner is responsible and liable for such Users and is responsible for ensuring that User comply with the Term. Users shall be subject to the [Terms of Use](#). Nothing in the Terms shall be interpreted for providing Users with the right to Resale any Services.

3. TERM; TERMINATION

- 3.1. **Termination.** In the event of the termination of the Terms, and except in the event of a termination for cause due to a breach by Flare, Partner will assign to Flare any Purchase Agreements, and Flare may collect the Fees directly from Clients. Flare will be authorized to renew the Purchase Order, or any Services, directly with Clients, and no commission or compensation will be due to Partner for such renewals. This Section 2.1. will survive the Term. Flare may communicate with Clients as appropriate for the foregoing purposes. If Partner refuses to assign the Purchase Agreements, then all Fees will be due as set forth in the Terms. This Section 2.1. shall survive the Term.

APPENDIX B—MSSP TERMS

1. PROCUREMENT

- 1.1. **Purchase Orders.** Partner may procure additional Identifiers through additional Purchase Order. The Fees are calculated by reference to the pricing indicated in the Partner Portal, including for Identifiers and APIs Calls.
- 1.2. **Bundled Offer.** Subject to these Terms, and during the Subscription Term, Partner shall have the right to access and use the Services to provide services as part of an MSSP Offer, including, by bundling, combining, integrating, or otherwise, offering together, the Services with the MSSP Offer.
- 1.3. **Intelligence Data.** During the Subscription Term, Flare grants Partner a limited, perpetual, non-exclusive, non-transferable and non-sublicensable (except as intended herein) license to use the Intelligence Data solely for the Intended Purposes, which shall include, for clarity, the Resell as part of an MSSP Offer. Except as permitted herein, for the purposes of offering the MSSP Offer. Partner may not (a) use the Intelligence Data to, directly or indirectly, develop, support, or enhance any product, service, or solution that competes with the Flare Platform, (b) in any way that violates the Laws, (c) to train, create, or enhance any artificial intelligence models, machine learning systems or other data-driven products or services, unless explicitly authorized in writing, or specifically as part of an MSSP Offer. This licence does not allow Partner to modify, repackage or alter Intelligence Data beyond the Intended Purposes, including, to create derivative works for other purposes.
- 1.4. **Restrictions.** Partner may incorporate Intelligence Data retrieved through APIs Calls into reports, deliverables, or other outputs provided to Clients as part of the MSSP Offer. Except as permitted in the Terms, the Intelligence Data may not be monetized, resold, sublicensed, or otherwise made available to unauthorized third parties, except as permitted under the Terms, for the Intended Purposes. Partner may not create derivative works of the Intelligence Data except as intended under these Terms.
- 1.5. **Users.** The Services include access to Tenants. Partner may authorize Clients to access and use a Tenant, in which case, Partner is responsible and liable for such Users and is responsible for ensuring that Users comply with the Terms. Users shall be subject to the [Terms of Use](#). Nothing in the Terms shall be interpreted for providing Users with the right to Resale any Services.
- 1.6. **Identifiers.** Identifiers can be assigned to monitor an asset once per calendar month. For clarity, Identifiers may not be reassigned to different assets more than once monthly. Partner has no obligation to use and assign all Identifiers in each month.

2. SALES & MARKETING

- 2.1. **Client Agreement.** Partner is solely responsible for entering appropriate agreements with Clients regarding the MSSP Offer, including the use of Services as part of the MSSP Offer. Flare is not responsible for negotiating agreements with Clients.
- 2.2. **COMPATIBILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER FLARE NOR ITS REPRESENTATIVES REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE COMPATIBLE WITH OR APPROPRIATE FOR THE MSSP OFFER. FLARE WILL DEPLOY COMMERCIALY REASONABLE EFFORTS TO INFORM PARTNER OF UPDATES OR CHANGES TO THE SERVICES WHICH MAY ADVERSELY AFFECT THE MSSP OFFER BY PROVIDING A PRIOR WRITTEN NOTICE TO PARTNER.
- 2.3. **Financial Reconciliation.** During the Term, and for 3 years thereafter, each Party will retain reasonable records of the transactions related to the Terms. No more than

once annually, during business hours, Flare or its Representatives may audit the books and records of Partner relating to such transactions upon a prior written notice of 30 days. If the audit reveals any discrepancies between the Fees which have been paid by Partner and the Fees which are due by Partner, Flare will invoice such Fees to Partner, and Partner agrees to pay for such invoice in accordance with the Terms.