

## **Terms of Service**

### **1. Your Agreement with Prisma**

- 1.1. Your use of the Prisma service is governed by this agreement (the "Terms"). "Prisma" means Prisma Data, Inc and its subsidiaries or affiliates involved in providing the Prisma Service. The "Prisma Services" means the services Prisma makes available through this website, including this website, the Prisma cloud computing platform, the Prisma API, the Prisma Add-ons, and any other software or services offered by Prisma in connection to any of those. This also includes any products that Prisma makes available as Early Access releases of its upcoming offerings.
- 1.2. In order to use the Prisma Services, you must first agree to the Terms. You can agree to the Terms by actually using the Prisma Services. You understand and agree that Prisma will treat your use of the Prisma Services as acceptance of the Terms from that point onwards.
- 1.3. You may not use the Prisma Services if you are a person barred from receiving the Prisma Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Prisma Services. You affirm that you are over the age of 13, as the Prisma Services may not be used by children under 13.
- 1.4. You agree your purchases of Prisma Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Prisma or any of its affiliates regarding future functionality or features.
- 1.5. "Early Access" refers to a phase of product development where the product or service is made available to the public before its official, finalized release. During the Early Access phase, the product may not include all planned features and may undergo significant changes as development progresses. The purpose of this phase is to gather user feedback and identify potential issues or improvements, influencing the final version of the product. It is important to note that an Early Access product is provided 'as is', and may have bugs, errors, or other issues that may or may not be addressed before the final release. Features may be added, removed, or significantly altered during the course of development and testing. Additionally, at the end of an Early Access period, Prisma holds the right to wipe any data collected or retained during the Early Access period.

### **2. Your Account and Use of the Prisma Services**

- 2.1. You must provide accurate and complete registration information any time you register to use the Prisma Services. You are responsible for the security of your passwords and for any use of your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Prisma immediately.
- 2.2. Your use of the Prisma Services must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.
- 2.3. You agree not to (a) access (or attempt to access) the administrative interface of the Prisma Services by any means other than through the interface that is provided by Prisma in connection with the Prisma Services, unless you have been specifically allowed to do so in a separate agreement with Prisma, or (b) engage in any activity that interferes with or disrupts the Prisma Services (or the servers and networks which are connected to the Service).
- 2.4. You may use the Prisma Services only to develop and run applications on the Prisma infrastructure. You may not access the Prisma Services for the purpose of bringing an intellectual property infringement claim against Prisma or for the purpose of creating a product or service competitive with the Prisma Services.

### **3. Service Policies and Privacy**

- 3.1. The Prisma Services shall be subject to the privacy policy. You agree to the use of your data in accordance with Prisma's privacy policies.
- 3.2. You agree that you will protect the privacy and legal rights of the End Users of your application. You must obtain any consents required by applicable data protection laws and provide legally adequate privacy notice, access, and protection for End Users. If End Users provide you with user names, passwords, or other login information or personal information, you must make the End Users aware that the information will be available to your application and to Prisma.
- 3.3. For Prisma's Early Access products, the data collected from your usage of such products during the Early Access period may be used for improving the product and fixing bugs.

#### **4. Fees for Use of the Prisma Services**

- 4.1. Subject to the Terms, the Prisma Services are provided to you without charge up to certain limits. Usage over this limit requires your purchase of additional resources or services. The pricing for additional resources and services can be found at <https://www.prisma.io/pricing> (or such URL as Prisma may provide).
- 4.2. For all purchased resources and services, we will charge your credit card on a monthly basis or at the interval indicated in Prisma fees and payment policies, if different. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. You are responsible for paying all taxes and government charges, and all reasonable expenses and attorneys fees Prisma incurs collecting late amounts. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). Charges are solely based on Prisma's measurements of your use of the Prisma Services, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Prisma and only in the form of credit for the Prisma Services. Nothing in these Terms obligates Prisma to extend credit to any party. You acknowledge and agree that any credit card and related billing and payment information that you provide to Prisma may be shared by Prisma with companies who work on Prisma's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Prisma and servicing your account. Prisma may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Prisma shall not be liable for any use or disclosure of such information by such third parties. Prisma reserves the right to discontinue the provision of the Prisma Services to you for any late payments.
- 4.3. Prisma may change its fees and payment policies for the Prisma Services by notifying you at least fifteen (15) days before the beginning of the billing cycle in which such change will take effect. Changes to the fees or payment policies will be posted on the website (or such other URL Prisma may provide from time to time). Any outstanding balance becomes immediately due and payable upon termination of the Terms for any reason.
- 4.4. You may not develop multiple Applications to simulate or act as a single Application or otherwise access the Prisma Services in a manner intended to avoid incurring fees.

#### **5. Content on the Prisma Services and Take Down Obligations**

- 5.1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which you may have access as part of, or through your use of, the Prisma Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content." The term Content shall specifically exclude the web

application that you create using the Prisma Services and any source code written by you to be used with the Prisma Services (collectively, "Applications").

- 5.2. Prisma reserves the right (but shall have no obligation) to remove any or all Content from the Prisma Services. You agree to immediately take down any Content that violates Acceptable Use, including pursuant to a take down request from Prisma. In the event that you elect not to comply with a request from Prisma to take down certain Content, Prisma reserves the right to directly take down such Content or to disable Applications.
- 5.3. In the event that you become aware of any violation of the Acceptable Use clause by an End User of Applications, you shall immediately terminate such end user's account on your Application. Prisma reserves the right to disable Applications in response to a violation or suspected violation of the Acceptable Use.
- 5.4. You agree that you are solely responsible for (and that Prisma has no responsibility to you or to any third party for) the Application or any Content that you create, transmit or display while using the Prisma Services and for the consequences of your actions (including any loss or damage which Prisma may suffer) by doing so.
- 5.5. You agree that Prisma has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Service. You further acknowledge that you are solely responsible for securing and backing up your Applications and any Content.

## **6. Proprietary Rights**

- 6.1. You acknowledge and agree that Prisma (or Prisma's licensors) own all legal right, title and interest in and to the Prisma Services, including any intellectual property rights which subsist in the Prisma Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 6.2. Except as provided in Section 8, Prisma acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content or Applications that you create, submit, post, transmit or display on, or through, the Prisma Services, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Prisma, you agree that you are responsible for protecting and enforcing those rights and that Prisma has no obligation to do so on your behalf.

## **7. License from Prisma and Restrictions**

- 7.1. Prisma grants you a revocable, personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Prisma as part of the Prisma Services as provided to you by Prisma. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Prisma Services as provided by Prisma, in the manner permitted by the Terms.
- 7.2. You may not (and you may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Prisma Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Prisma, in writing (e.g., through an open source software license); (b) attempt to disable or circumvent any security mechanisms used by the Prisma Services or any applications running on the Prisma Services; or (c) use the Prisma Services in any way that may subject the Prisma Services to any obligations under any open source software license, including, without limitation any license which imposes any obligation or restriction with respect to Prisma's patent or other intellectual property rights in the Prisma Services.

7.3. Open source software licenses for components of the Prisma Services released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern your agreement with Prisma for the use of the components of the Prisma Services released under an open source license.

## **8. License from You**

8.1. Prisma claims no ownership or control over any Content or Application. You retain copyright and any other rights you already hold in the Content and/or Application, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Prisma Services you give Prisma a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling Prisma to provide you with the Prisma Services. Furthermore, by creating an Application through use of the Prisma Services, you give Prisma a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Application for the sole purpose of enabling Prisma to provide you with the Prisma Services.

8.2. By adding a collaborator to your Application, you hereby grant to that user a non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to use, display, perform, reproduce, modify, publish, distribute, list information regarding, edit, translate and analyze such Application(s) and Content as permitted by the relevant Prisma Services functionality or features for the sole purpose of collaborating on development of the Application(s).

8.3. You may choose to or we may invite you to submit comments or ideas about the Prisma Services, including without limitation about how to improve the Prisma Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Prisma under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

8.4. You agree that Prisma, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the Prisma Services.

## **9. Modification and Termination of the Prisma Services**

9.1. Prisma is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Prisma Services which Prisma provides may change from time to time without prior notice to you, subject to the terms in Section 4.3. Changes to the form and nature of the Prisma Services will be effective with respect to all versions of the Prisma Services; examples of changes to the form and nature of the Prisma Services include without limitation changes to fee and payment policies, security patches, added functionality, and other enhancements. You further acknowledge that our Early Access products are subject to significant changes and improvements based on feedback and development progress.

9.2. You may terminate these Terms at any time by canceling your account on the Prisma Services. You will not receive any refunds if you cancel your account.

9.3. You agree that Prisma, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the Prisma Services may be without prior notice, and you agree that Prisma will not be liable to you or any third party for such termination.

- 9.4. You are solely responsible for exporting your Content and Application(s) from the Prisma Services prior to termination of your account for any reason, provided that if we terminate your account, we will provide you a reasonable opportunity to retrieve your Content and Application(s).
- 9.5. Upon any termination of the Prisma Services or your account these Terms will also terminate, but Sections 6.1, 9, 10, 11, 12, and 16 shall continue to be effective after these Terms are terminated.

## **10. Exclusion of Warranties**

- 10.1. Nothing in these terms, including sections 10 and 13, shall exclude or limit Prisma's warranty or liability for losses which may not be lawfully excluded or limited by applicable law.
- 10.2. You expressly understand and agree that your use of the Prisma Services is at your sole risk and that the Prisma Services are provided "as is" and "as available."
- 10.3. Prisma, its subsidiaries and affiliates, and its licensors make no express warranties and disclaim all implied warranties regarding the Prisma Services, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. without limiting the generality of the foregoing, Prisma, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that: (a) your use of the Prisma Services will meet your requirements, (b) your use of the Prisma Services will be uninterrupted, timely, secure or free from error, and (c) usage data provided through the Prisma's Services will be accurate.
- 10.4. Prisma's Early Access products are provided 'as is' and may have bugs or issues.

## **11. Limitation of Liability**

- 11.1. Subject to section 10.1 above, you expressly understand and agree that Prisma, its subsidiaries and affiliates, and its licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. this shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss.
- 11.2. The limitations on Prisma's liability to you in paragraph 11.1 above shall apply whether or not Prisma has been advised of or should have been aware of the possibility of any such losses arising.
- 11.3. In the event of a service interruption caused by our third-party infrastructure providers, Prisma shall not be held liable for any customer downtime if there is sufficient evidence that a Prisma service downtime is directly related to a service outage of an underlying 3rd party service. Refunds or service credits will not be provided in cases where it is determined that the downtime resulted directly from the failure or unavailability of third-party services. This clause is intended to acknowledge the dependencies on external suppliers in our service delivery, and to clarify our limited responsibility in such scenarios.

## **12. Indemnification**

- 12.1. You agree to hold harmless, defend and indemnify Prisma, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Prisma and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Prisma Services, (c) your violation of applicable laws, rules or regulations in connection with the Prisma Services, or (d) your Content or your Application, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Prisma will provide you with written notice of such claim, suit or action.

### **13. Copyright Policy**

13.1. You agree to set up a process to respond to notices of alleged infringement that comply with the United States' Digital Millennium Copyright Act ("DMCA notices"). It is Prisma's policy to respond to DMCA notices or other applicable copyright laws and to terminate the accounts of repeat infringers. We reserve the right to take down content in your Application or, if necessary, the Application itself upon receipt of a valid DMCA notice.

### **14. Acceptable Use**

Your use of the Service is subject to this Acceptable Use clause. Prisma reserves the right to terminate your account and cease all service if you are found to be in violation of this policy. We may change these policies at any time. It is your responsibility to keep up-to-date with and adhere to them. The Acceptable Use clause also applies to our Early Access products.

#### **14.1. Prohibited Content**

The Content displayed and/or processed through your Application or other web site utilizing the Service shall not contain any of the following types of content:

- Content that infringes a third party's rights (e.g., copyright) according to applicable law;
- Excessively profane content;
- Hate-related or violent content;
- Content advocating racial or ethnic intolerance;
- Content intended to advocate or advance computer hacking or cracking;
- Other illegal activity, including without limitation illegal export of controlled substances or illegal software;
- Drug paraphernalia;
- Phishing;
- Malicious content;
- Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

#### **14.2. Prohibited Actions**

Customer agrees not to, and not to allow third parties (including End Users) to use the Service:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing End Users to infringe or misappropriate the intellectual property rights of others in violation of the Digital Millennium Copyright Act);
- to engage in, promote or encourage illegal activity
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users;
- to disable, interfere with or circumvent any aspect of the Service;
- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam")

### **15. Fair Use**

This Fair Use Clause is designed to ensure that all customers of Prisma Data, Inc. ("we," "us," or "our") have equitable access to our service. By using our Service, you agree to comply with this Fair Use Clause. This Fair Use Clause applies to all users of our Service,

including but not limited to primary account holders, administrators, and end-users within your organization.

#### 15.1.Guidelines

15.1.1.Usage Limits: While we strive to provide unlimited access where possible, certain features may have usage limits to ensure optimal performance for all users.

These limits may include:

- API calls per minute/hour/day
- Storage capacity
- Number of user accounts
- Data processing volume

15.1.2.Prohibited Activities: The following activities are strictly prohibited:

- Attempting to circumvent or overcome any limitations placed on your account
- Sharing your account credentials with third parties
- Using the Service for any illegal activities
- Deliberately causing service degradation or disruption

15.1.3.Automated Access: Automated scripts or bots accessing the Service must be approved in advance and comply with our API usage guidelines.

#### 15.2.Monitoring and Enforcement

15.2.1.Monitoring: We reserve the right to monitor usage patterns to ensure compliance with this Fair Use Clause.

15.2.2.Enforcement: If we determine that your usage exceeds normal patterns or negatively impacts other users, we may:

- Contact you to discuss your usage patterns
- Temporarily limit or suspend certain features of your account
- Require you to reduce your usage or upgrade your subscription plan

15.3.Consequences: Repeated or severe violations of this Fair Use Clause may result in termination of your account.

15.4.Changes to the Fair Use Clause: We may update this Fair Use Clause from time to time. We will notify you of any changes by posting the new Clause on our website and updating the "Last updated" date.

15.5.Contact Information: For any questions regarding this Fair Use Clause, please contact us at [legal@prisma.io](mailto:legal@prisma.io).

### 16. Other Content

16.1.The Prisma Services may include hyperlinks to other web sites or content or resources or email content. Prisma may have no control over any web sites or resources which are provided by companies or persons other than Prisma.

16.2.You acknowledge and agree that Prisma is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3.You acknowledge and agree that Prisma is not liable for any loss or damage which may be incurred by you or your End Users as a result of the content or availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

### 17. Changes to the Terms

17.1.Prisma may make changes to the Terms from time to time. If we change the Terms in any substantive way, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account.

17.2.You understand and agree that if you use the Prisma Services after the date on which the Terms have changed, Prisma will treat your use as acceptance of the updated Terms.

## **18. General Legal Terms**

- 18.1. Except to the extent you and Prisma have entered into a separate written agreement that is expressly intended to supersede these Terms either in whole or in part, the Terms constitute the whole legal agreement between you and Prisma and govern your use of the Prisma Services (but excluding any services which Prisma may provide to you under a separate written agreement), and completely replace any prior agreements between you and Prisma in relation to the Prisma Services.
- 18.2. There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.
- 18.3. If Prisma provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.
- 18.4. You agree that Prisma may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Prisma Services. By providing Prisma your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.
- 18.5. You agree that if Prisma does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Prisma has the benefit of under any applicable law), this will not be taken to be a formal waiver of Prisma's rights and that those rights or remedies will still be available to Prisma.
- 18.6. Prisma shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.
- 18.7. The Terms, and your relationship with Prisma under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and Prisma agree to submit to the exclusive jurisdiction of the courts located within the county of Santa Clara, California to resolve any legal matter arising from the Terms.
- 18.8. You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Prisma (not to be unreasonably withheld).