



## SUBSCRIPTION AGREEMENT

This subscription agreement (this “**Agreement**”) is made and entered into by and between Emerging Technology Trusted Advisors Pte. Ltd., a Singapore Private Limited corporation (also referred to as “**TrustOnCloud**,” “**we**,” “**us**,” or “**our**”) and the entity specified in this cover page you represent (“**Customer**,” “**you**” or “**your**”). You may place orders under this Agreement by submitting separate Order(s).

In acknowledgment of the reciprocal commitments outlined in this Agreement, TrustOnCloud and you hereby concur to abide by all the terms set forth herein. This Agreement shall be deemed effective (the “**Effective Date**”) upon the occurrence of either of the following: the date on which the final party executes this Agreement by affixing their signature, or the date on which an Order is submitted to TrustOnCloud, whichever event occurs first. This Agreement shall remain in effect until terminated pursuant to the provisions detailed in Section 7.

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13.

<b>Emerging Technology Trusted Advisors Pte. Ltd.</b>	<b>Customer Name:</b> _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address: 7500A Beach Road #04-326 The Plaza Singapore 199591T	Address: _____ _____ _____ _____
Email: <a href="mailto:legal+agreement@trustoncloud.com">legal+agreement@trustoncloud.com</a>	Email: _____

## **1. Subscription Services.**

Under the terms and conditions set forth in this Agreement, the Service Terms, and Copyright License Terms, TrustOnCloud grants you access to the ThreatModel subscription services (the “**Subscription Services**”) during the Subscription Term, as ordered by you under an Order, including:

- (i) access to the Subscribed ThreatModel Publication(s) and their associated OverWatch
- (ii) access to the TrustOnCloud Content and the TrustOnCloud Marks.

## **2. Use of the Subscription Services.**

**2.1. Your Account.** To access the Subscription Services, you must have a TrustOnCloud account associated with a valid email address and a valid form of payment.

### **2.2. Use by Your Affiliates.**

The usage privileges of your Affiliates are based on the level of Subscription Service specified in your Order:

- (i) For Enterprise-level Subscription Services, you can authorize any of your Affiliates to use and access the Subscription Services through your account.
- (ii) For Business-level Subscription Services, you can only authorize any of your Subsidiaries to use and access the Subscription Services through your account.

Depending on your subscription level,

- (a) We are entitled to disclose the email address associated with your account to any authorized Affiliate or Subsidiary.
- (b) You will be responsible for receiving and conveying all communications related to this Agreement on behalf of your Affiliates or Subsidiaries, as applicable.
- (c) It is your duty to ensure that all authorized Entities comply with the terms of this Agreement while accessing the Subscription Services. If an Affiliate or Subsidiary breaches this Agreement, it will be considered as a breach caused by you.
- (d) Any claims related to this Agreement will be directed towards you, not your Affiliates or Subsidiaries. You may make claims against us either on your own behalf or on behalf of your Affiliates or Subsidiaries. Any loss experienced by an Affiliate or Subsidiary in relation to this Agreement will be treated as a loss suffered by you.
- (e) you may share the output, information, and data derived from the Subscription Services with your Affiliates (for Enterprise-level subscriptions) or your Subsidiaries (for Business-level subscriptions), under the same terms and conditions as this Agreement.

**2.3. Linked Affiliate Accounts.** At our sole discretion, we may elect to create a linked account for your Affiliates using their unique email address. While the accounts may be separated by email identification, they will share the same form of payment as provided in your original TrustOnCloud account.

**3. Data Privacy.** We do not request or store your Content. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage.

#### **4. Responsibilities.**

**4.1 Your Responsibilities.** Except to the extent caused by our breach of this Agreement, (i) you are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees, or a third party (including your contractors, agents), and (ii) we and our affiliates are not responsible for unauthorized access to your account.

#### **4.2. Our Responsibilities.**

We warrant and undertake that:

- (i) We have full capacity and authority to enter into and perform our obligations under and in accordance with this Agreement (and all other documents to be entered into by us under this Agreement);
- (ii) We have obtained (and will maintain throughout the Term) all necessary consents, approvals, authorizations, licenses, and permissions required to provide the Services and to perform this Agreement;
- (iii) we will comply with all applicable laws in the provision of the Services and the performance of this Agreement;
- (iv) we will perform our obligations under this Agreement with all due care and diligence; and
- (v) we will use our best efforts to ensure that the use of Services will be free from all viruses, Trojan Horses, worms, logic bombs, or other software routines designed to permit unauthorized access, disable, erase, or otherwise harm software, hardware, or data or perform any such actions ("**Viruses**"). For the purpose of this section, 'best efforts' means taking all necessary precautions and preventive measures to detect, scan for and remove Viruses using the latest version of reputable and reliable anti-virus software.

#### **5. Renewal Subscription Services Fee(s) and Payment.**

**5.1. Subscription Services Fees.** You shall pay all fees specified in each Order. If you are purchasing through a Reseller, the applicable Fees will be set forth in your ordering documentation with the Reseller, and such Fees will be remitted to Reseller. Except as otherwise specified herein or in an Order, (i) fees are based on Subscription Services purchased, regardless of usage, (ii) payment obligations are non-cancellable, (iii) all Subscription Services shall be deemed accepted upon delivery, (iv) the Subscription Services fees paid are non-refundable, and (v) the Subscription Services purchased cannot be decreased during the relevant Subscription Term.

**5.2. Renewal Subscription Services Fees.** If the Parties renew this Agreement pursuant to Agreement Term, your renewal Subscription Services fees will be set forth on an Order that is provided to you no less than ninety (90) days prior to the expiration of any term of this Agreement. This fee shall be due to TrustOnCloud no later than the last day of the then-current Agreement Term, in accordance with Section 5.3.

**5.3. Payment.** Unless otherwise specified in an Order, (i) fees for the Subscription Services specified in an Order will be invoiced annually in advance; and (ii) you agree to pay all invoiced amounts within thirty (30) days of the invoice date. If you fail to pay any amounts due under this Agreement by the due

date, in addition to any other rights or remedies it may have under this Agreement or by the matter of law (i) TrustOnCloud reserves the right to suspend the Subscription Services upon thirty (30) days' notice, until such amounts are paid in full, and (ii) TrustOnCloud will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until you pay all amounts due, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by TrustOnCloud in collecting such overdue amounts or otherwise enforcing TrustOnCloud's rights hereunder; provided that TrustOnCloud will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and you are cooperating diligently to resolve the issue. This section does not apply if you are purchasing through a Reseller.

**5.4. Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by you are exclusive of Indirect Taxes. We may charge, and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we may claim an available exemption from such Indirect Tax. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding (excepting deduction for withholding tax, if any), as may be required by law. This section does not apply if you are purchasing through a Reseller.

## **6. Temporary Suspension.**

**6.1. Generally.** We may suspend your access or use of any portion or all of the Subscription Services immediately upon notice to you if we establish that:

- (i) your use of the Subscription Services (a) poses a security risk to the Subscription Services or any third party, (b) could adversely impact our systems or the Subscription Services, (c) could subject us, our affiliates, or any third party to liability, or (d) could be fraudulent;
- (ii) you committed a material breach of this Agreement;
- (iii) you are in breach of your payment obligations under Section 5; or
- (iv) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

**6.2. Effect of Suspension.** If we suspend your right to access or use any portion or all of the Subscription Services pursuant to section 6.1, you remain responsible for all fees and charges you incur during the suspension period.

## **7. Term and Termination.**

**7.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 7.2 or upon the expiration of the last Subscription Term or renewal thereof.

**7.2. Right to Terminate.** Both TrustOnCloud and you shall have the right to terminate this Agreement: (i) if the other Party fails to perform a material obligation under this Agreement and fails to cure such non-performance within thirty (30) days following written notice thereof; or (ii) for convenience by providing at least thirty (30) days written notice to the other Party.

**7.3. Refund upon Termination.** In the event of termination by TrustOnCloud for non-performance by you or convenience by you, you will not be entitled to a refund of any fees that you have paid to TrustOnCloud. In the event of termination by you for non-performance by TrustOnCloud or convenience by TrustOnCloud, you will be entitled to a prorated refund of any fees paid thereunder that cover the remainder of the applicable Subscription Term(s) after the effective date of termination.

**7.4. Effect of Termination.** Upon the Termination:

- (i) all your rights under this Agreement immediately terminate;
- (ii) you remain responsible for all fees and charges you have incurred up to the Termination Date;
- (iii) you will immediately return or, if instructed by us, destroy all TrustOnCloud Content in your possession;
- (iv) sections 4, 5, 7.3, 7.4, 8, 9, 10, 11, 12, and 13 will continue to apply; and
- (v) the Copyright License Terms will survive termination unless and until terminated in accordance with the Copyright License Terms.

## **8. Proprietary Rights.**

**8.1 Subscription Services License.** We own all rights, titles, and interests in and to the Subscription Services and all related technology and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to do the following: (i) access and use the Subscription Services solely in accordance with this Agreement; and (ii) copy and use the TrustOnCloud Content solely in connection with your permitted use of the Subscription Services. Except as provided in this Section 8 and the Copyright License Terms, you obtain no rights under this Agreement from us, or our affiliates, to the Subscription Services, including any related intellectual property rights.

**8.2 License Restrictions.** You will not use the Subscription Services in any manner or for any purpose other than as expressly permitted by this Agreement. You will not or will not attempt to (i) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Subscription Services (except to the extent Content included in the Subscription Services is provided to you under a separate license that expressly permits the creation of derivative works), (ii) reverse engineer, disassemble, or decompile the Subscription Services or apply any other process or procedure to derive the source code of any software included in the Subscription Services (except to the extent

applicable law doesn't allow this restriction), (iii) access or use the Subscription Services in a way intended to avoid incurring fees, or (iv) resell or sublicense the Subscription Services. You may only use the TrustOnCloud Marks with our written approval. You will not misrepresent the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by this Agreement.

**8.3 Adequate Rights and Suggestions.** You represent and warrant to us that: (i) you, your affiliates, or your licensors own all right, title, and interest in and to any Suggestions, you provide to us; and (ii) you have all rights in the Suggestions necessary to grant the rights contemplated by this Agreement. If you provide any Suggestions to us or our affiliates, we and our affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to us all rights, titles, and interests in and to the Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Suggestions.

## **9. Indemnification.**

**9.1 General.** You will defend, indemnify, and hold harmless us, our affiliates, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim caused by your employees and Personnel; or breach of this Agreement or violation of applicable law by you, including reasonable attorney's fees.

### **9.2 Intellectual Property.**

- (i) Subject to the limitations in this Section 9, TrustOnCloud will defend you and your employees, officers, and directors against any third-party claim alleging that the Subscription Services infringe or misappropriate that third party's intellectual property rights and will pay the amount of any adverse final judgment or settlement.
- (ii) TrustOnCloud will have no obligations or liability arising from your continued use of the Subscription Services after the expiry of the written notice from TrustOnCloud to discontinue such use within 30 days from the date of the notice. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Subscription Services.
- (iii) For any claim covered by Section 9.2(i), TrustOnCloud will, at its election, either: (a) procure the rights to use that portion of the Services alleged to be infringing; (b) replace the alleged infringing portion of the Subscription Services with a non-infringing alternative; (c) modify the alleged infringing portion of the Subscription Services to make it non-infringing; or (d) terminate the allegedly infringing portion of the Subscription Services or this Agreement.

**9.3 Process.** The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (i) gives the other party prompt written notice of the claim, although failure to provide such notice promptly shall not limit the indemnifying party's indemnification obligations under this Agreement unless its ability to defend against the claim is materially prejudiced by such failure; (ii) permits the other party to control the defense and settlement of the claim, and (iii) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party

agree to any settlement of any claim that involves admission of culpability by the other party or any commitment, other than the payment of money, without the other party's written consent.

#### **10. Disclaimers.**

THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CAN NOT BE EXCLUDED, LIMITED, OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

#### **11. Limitations of Liability.**

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SUBSCRIPTION SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 9.2, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION 11 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **12. Miscellaneous.**

**12.1 Assignment.** Without our prior written consent, you will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement. Any assignment or transfer in violation of this Section 12.1 will be void. We may assign this Agreement without your consent (i) in connection with a merger, acquisition, or sale of all or substantially all of our assets, or (ii) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed

substituted for TrustOnCloud as a party to this Agreement and TrustOnCloud is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

**12.2 Entire Agreement.** This Agreement incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and we specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement), including, for example, any term, condition or other provision (i) submitted by you in any order, receipt, acceptance, confirmation, correspondence or other documents, (ii) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaires, or (iii) related to any invoicing process that you submit or require us to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

**12.3 Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms, epidemic, pandemic, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**12.4 Governing Law.** The governing laws of the Republic of Singapore, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us.

**12.5 Disputes.** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be resolved amicably and confidentially as far as possible. If you and we are unable to resolve our disputes within 30 days after we receive formal notification in writing, the disputes shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator to be mutually agreed upon by the parties, and failing such mutual agreement within 30 days after receipt of written notice from a party to the other to so nominate and agree on the arbitrator, such arbitrator shall be appointed in accordance with the SIAC Rules. The language of the arbitration shall be English. The application of the Limitation Act (Cap 163) and the parties' rights to bring a claim in connection with this Agreement shall not be curtailed or howsoever impaired by any contrary provisions in this Agreement, including the Policies.

**12.6 Independent Contractors; Non-Exclusive Rights.** You and we are independent contractors, contracting at arm's length, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party nor any of their respective affiliates is an



agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (i) to develop or have developed for their products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (ii) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**12.7 Language.** All communications and notices made or given pursuant to this Agreement must be in English.

**12.8 Confidentiality and Publicity.** Each party may use Confidential Information only in connection with the use or provision of the Services as permitted under this Agreement. Each party will not disclose Confidential Information during the Term or at any time after the end of the Term. Each party will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including, at a minimum, those measures a party takes to protect your own confidential information of a similar nature, subject always to a reasonable standard of care. Each party will not issue any press release or make any other public communication with respect to this Agreement or your use of the Subscription Services, except as permitted under section 12.9.

**12.9 References.** You grant TrustOnCloud a non-exclusive, worldwide, royalty-free right and license, commencing three (3) months after the Effective Date and contingent upon the contract being in good standing with no ongoing Disputes, to: (a) use your company name and logo, provided by you upon request, to identify you as a TrustOnCloud customer during private meeting to other customers or prospects (b) use your company name and logo to identify you as a TrustOnCloud customer on the TrustOnCloud Site, subpages, customer lists, commercial presentations, flyers, brochures, newsletters, and other marketing collateral; and (c) reproduce, publish, distribute, and translate any part of these materials for advertising, merchandising, and publicity purposes. This section can be terminated by you by giving TrustOnCloud 30 days' prior written notice, or at the Agreement termination. Upon termination, TrustOnCloud will cease producing new materials with your company name or logo and remove them from its Site. However, TrustOnCloud retains the right to use your company name or logo in materials produced prior to the license termination.

**12.10 Notice.**

- (i) To You. We may provide any notice to you under this Agreement by: (a) posting a notice on the TrustOnCloud Site; or (b) sending a message to the email address then associated with your account. Notices we provide by posting on the TrustOnCloud Site will be effective upon posting, and notices we provide by email will be effective when we send the email unless we receive a machine-generated message indicating that delivery has failed. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account one business day after the date on which we send the email, whether or not you actually received the email unless we receive a machine-generated message indicating that delivery has failed.
- (ii) To Us. To give us notice under this Agreement, you must contact TrustOnCloud by the following email address: [legal+agreement@trustoncloud.com](mailto:legal+agreement@trustoncloud.com). Notices provided by email will be effective one business day after they are sent. Notices effected in any other manner shall not constitute effective notice unless we otherwise agree.

- (iii) **Legal Notices.** Notwithstanding the foregoing, all legal notices must be delivered personally by registered mail addressed to the party at its registered address or another address notified by that party in accordance with this section 12.10 (iii). Notices will be deemed delivered: (a) if personally delivered, on receipt; or (b) if delivered by registered mail, three business days after sending; or (c) if delivered by email, one business day after it is sent unless the sender receives a machine-generated message indicating that delivery has failed.

**12.11 No Third-Party Beneficiaries.** Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement. In particular, it excludes the Contracts (Rights Of Third Parties) Act of Singapore.

**12.12 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**12.13 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

**12.14 Resellers.** In the event that you purchase Subscription Services through an authorized reseller of TrustOnCloud (a “**Reseller**”), no Order Forms will be executed between TrustOnCloud and you. TrustOnCloud’s official ordering documentation with the Reseller will contain the details of the Subscription Services, and references to Order herein will refer to such documentation. You should obtain such details from the Reseller, but TrustOnCloud can also confirm to you any such details of the Subscription Services other than amounts payable. Fees and Taxes (if any) will be payable to Reseller, and the billing and payment terms will be determined pursuant to your agreement(s) with Reseller in lieu of Section 5 hereof. Resellers have no authority to modify any of the terms of this Agreement, and may not grant you any rights to the Subscription Services beyond what is set forth in the ordering documentation between TrustOnCloud and Reseller. If Reseller includes other products or services, alongside TrustOnCloud Subscription Services, any products or services that are not branded by TrustOnCloud with TrustOnCloud Marks are not covered by the TrustOnCloud warranty referenced above. Instead, such third-party products made available with TrustOnCloud Subscription Services shall be covered by their own manufacturer/service provider’s warranty.

## **13. Definitions.**

“**Account Information**” means information about you that you provide to us in connection with the creation or administration of your TrustOnCloud account. For example, Account Information includes names, usernames, phone numbers, email addresses, the status of your use of Subscription Services, and billing information associated with your TrustOnCloud account.

“**Affiliate**” means any entity that controls, is controlled by, or is under the common control of that party. “**Control**” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities

of an entity or possession of the right to vote more than fifty percent (50%) of the voting interest in the ordinary direction of the entity's affairs.

**“API”** means an application program interface.

**“Approved Source”** means TrustOnCloud or a TrustOnCloud Reseller.

**“Confidential Information”** means all non-public information disclosed by you or us (a “party”), a party's Affiliates, business partners, or their or a party's respective employees, contractors, or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (i) non-public information relating to a party or its Affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third-party information that a party is obligated to keep confidential; and (iii) the nature, content, and existence of any discussions or negotiations between the parties or their Affiliates. Confidential Information does not include any information that: (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to a party without restriction on confidentiality at the time of a party's receipt ; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information.

**“Content”** means software, data, diagrams, text, audio, video, or images.

**“Copyright License Terms”** means the copyright license terms and restrictions for particular Subscription Services located at <https://www.trustoncloud.com/service-terms-and-copyright-license-terms.html> (and any successor or related locations designated by us), as may be updated by us from time to time.

**“Documentation”** means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Subscription Services located at <https://www.trustoncloud.com/documentation.html> (and any successor or related locations designated by us), as such user guides and admin guides may be updated by TrustOnCloud from time to time.

**“Entity”** means any organization that has legal rights and obligations or an organization created by one or more natural persons to carry on a trade or business, including but not limited to corporations, partnerships, limited liability companies, or limited liability partnerships.

**“Indirect Taxes”** means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

**“Losses”** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

**“Order”** means an ordering document specifying the Subscription Services to be provided hereunder that is entered into between an Approved Source and you from time to time, including any addenda and supplements thereto.

**“Personnel”** means a party’s employees, officers, directors, representatives, consultants, contractors, subcontractors, and agents.

**“Policies”** means the Privacy Policy, the Site Terms, the Service Terms, the Copyright License Terms, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the TrustOnCloud Site.

**“Privacy Policy”** means the privacy policy located at <https://www.trustoncloud.com/privacy.html> (and any successor or related locations designated by us), as it may be updated by us from time to time.

**“Service Terms”** means the rights and restrictions for particular Subscription Services located at <https://www.trustoncloud.com/service-terms-and-copyright-license-terms.html> (and any successor or related locations designated by us), as may be updated by us from time to time.

**“Site Terms”** means the terms of use located at <https://www.trustoncloud.com/site-terms.html> (and any successor or related locations designated by us), as may be updated by us from time to time.

**“Subscribed Technology Provider(s)”** means the Technology Provider(s) you selected from the ThreatModel Coverage, pursuant to an Order.

**“Subscribed ThreatModel Publication(s)”** means the Technology Provider(s) you selected from the ThreatModel Coverage, pursuant to an Order.

**“Subscription Term”** means the term of Subscription Services purchased by you, which shall commence on the start date specified in the applicable Order and continue for the subscription term specified therein and any renewals to it.

**“Subsidiary”** refers to an Affiliate that is directly controlled by you, with control being understood as described above.

**“Suggestions”** means all suggested improvements to the Subscription Services that you provide to us.

**“Term”** means the term of this Agreement described in Section 7.1.

**“Termination Date”** means the effective date of termination provided in accordance with Section 7, in a notice from one party to the other.

**“Technology Providers”** means providers of technology services—for example, Amazon Web Services or Google Cloud.

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