RedOrange AI End User Licence Agreement

AWS Marketplace Version

Last Updated: 21st October, 2025

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SERVICES OR DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE

RedOrange AI End User Licence Agreement

This End User Licence Agreement ("**Agreement**") is entered into between RedOrange AI Limited, having its principal place of business at DogPatch Labs, The CHQ Building, Custom House Quay, North Wall, Dublin, Ireland, D02 VK60 ("**RedOrange AI**, "**we**" or "**us**") and you ("**Client**" or "**you**").

By accessing or using the RedOrange AI Platform, the Client agrees to this Agreement on behalf of itself and its Tenants, and represents and warrants that it has full authority to bind itself and its Tenants to this Agreement. If the Client does not agree to this Agreement, it may not access or use the RedOrange AI Platform. Use of the Platform constitutes acceptance of these terms and conditions, and with that use, Client agrees to all the terms and conditions of this Agreement.

By clicking *'I Accept'* or by accessing the Service, you agree to these terms.

IMPORTANT: AWS MARKETPLACE PURCHASES

This Agreement applies to purchases made through AWS Marketplace. Please note:

- All billing and payment processing is handled through AWS Marketplace
- AWS Marketplace terms and conditions apply in addition to this Agreement
- Refunds are subject to the RedOrange AI AWS Marketplace Refund Policy.

Definitions

"Client Data" means the data created by the Client and added by tenants but excluding any RedOrange AI Data;

"Data Protection Law(s)" means any applicable law relating to the processing, privacy and use of personal data, as applicable to RedOrange AI, the Client and/or the Services, including under Irish data protection laws and the General Data Protection Regulation (GDPR), and, to the extent applicable, the data protection or privacy laws of any other country, and any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;

"Platform" means the Services provided by RedOrange AI to the Client;

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"RedOrange AI Data" means any data, information, content, records, files, materials, models, or other digital assets that: (i) is part of or used by the Platform; (ii) is generated, developed, trained, or processed by the Platform; or (iii) relates to the Platform's operations, algorithms, or technology, including any improvements or optimisations thereof.

"Services" means the compliance automation and related services provided by RedOrange AI to the Client under this Agreement via RedOrange AI or any other website notified to the Client by RedOrange AI from time to time, as more particularly described in our description applicable to your subscription tier (as updated from time to time);

"Subscription Term" the date you subscribe through AWS Marketplace and continues on a annual basis until cancelled. Subscriptions automatically renew unless you cancel through AWS Marketplace at least 60 days before the renewal date;

"Tenant" means an individual whom the Client has authorised to use the Platform;

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the Tenant experience, including worms, trojan horses, viruses and other similar things or devices; and

"Vulnerability" means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

Section A: Terms of Service

RedOrange AI agrees, subject to compliance by the Client with this Agreement, to provide a nonexclusive, non-transferable right to access and use the Platform as advertised on www.redorange.ai (the "**Platform**"), and Client agrees to receive access to the Platform, on behalf of itself and its Tenants, according to the following terms and conditions:

Platform Use

The Platform will be used for legitimate business purposes only and in a manner which is consistent with the way in which it is intended to be used and compliant with all applicable laws. RedOrange AI reserves the right to suspend or terminate access for the Client's (and/or its Tenants') failure to comply with these requirements.

Client's Obligations

The Client agrees to:

(a)   provide RedOrange AI with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by RedOrange AI, in order to provide the Services;

(b)   comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c)   carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner;

(d)   ensure that the Tenants use the Services and the documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Tenant's breach of this Agreement;

(e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for RedOrange AI, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by RedOrange AI from time to time; and

(g)   be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to RedOrange AI's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

RedOrange AI's Obligations

RedOrange AI agrees to perform the Services with reasonable skill and care. RedOrange AI will maintain security safeguards designed to protect the integrity of the Platform and Services and to protect the Services and its Tenants from unauthorised or unlawful access, use, alteration or disclosure. These security safeguards will be substantially equivalent to the generally accepted security standards in the IT industry for similar hosted services.

RedOrange AI's obligations will not apply to the extent of any non-conformance which is caused by use of the Platform or Services contrary to RedOrange AI's instructions, or modification or alteration of the Platform or Services by any party other than RedOrange AI.

RedOrange AI:

(a) does not warrant that:

(i)   the Client's use of the Services will be uninterrupted or error-free;

(ii)   that the Platform, Services and/or the information obtained by the Client through the Platform and Services will meet the Client's requirements;

(iii)   the Platform or the Services will be free from Vulnerabilities or Viruses; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

Fees and Payment

RedOrange AI will provide access to the Platform to Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement:

•   All payments processed through AWS Marketplace

•   All amounts payable in Euro and are non-refundable (except as provided in the AWS Marketplace Refund Policy)

•   Late payments subject to interest as per AWS Marketplace terms and at 3%

a year above the European Central Bank's base rate from time to time, but at 3% a year for any period when that base rate is below 0%

• All amounts payable by the Client are exclusive of amounts in respect of value added tax or other goods or sales tax that may be chargeable from time to time

• If payment has not been received within 14 days after the due date, and without prejudice to any other rights and remedies of RedOrange AI, RedOrange AI may, on no less than 5 days' notice to the Client and without liability to the Client, disable and/or terminate the Client's and/or any Tenant's password, account and access to all or part of the Platform or the Services

• RedOrange AI shall be under no obligation to provide any or all of the Services while amounts remain unpaid.

• RedOrange AI shall be entitled to increase the fees at the start of each renewal period upon 30 days' prior notice to the Client.

Refunds

Refunds for purchases made through AWS Marketplace are subject to the RedOrange AI AWS Marketplace Refund Policy, which provides:

• New users may request a full refund within 14 days of the Start Date

• After the 14-day trial period, all subscription fees are non-refundable except as specified in the Refund Policy

• Refund requests must be submitted in writing to **support@redorange.ai**

Access

RedOrange AI shall use commercially reasonable endeavours to make the Platform available without interruption except for:

(a) planned maintenance carried out during the maintenance window outside of RedOrange AI business hours; and

(b) unscheduled maintenance performed outside normal business hours, provided that RedOrange AI has used reasonable endeavours to give the Client prior notification.

RedOrange AI does not warrant that:

• the Client's use of the Platform will be uninterrupted or error-free;

• that the Platform, the Services and/or the information obtained by the Client through the Platform will meet the Client's requirements.

RedOrange AI is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Platform, the Services and documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Authorised Use

The Client undertakes that the maximum number of Tenants that it authorises to access and use the Platform, the Services and the documentation shall not exceed the number of Tenants it has purchased from time to time.

The Client or its Tenants shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Platform or Services that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

- facilitates illegal activity; or

- is otherwise illegal or causes damage or injury to any person or property,

and RedOrange AI reserves the right, without liability or prejudice to its other rights to the Client, to disable, suspend or terminate the Client's or any Tenant's access to any material that breaches the provisions of this clause.

Third Parties

The Client acknowledges that the Platform may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. RedOrange AI makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party.

Any contract entered into and any transaction completed via any third-party website is between the Client or authorised Tenant and the relevant third party, and not RedOrange AI. RedOrange AI recommends that the Client and/or authorised Tenant refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. RedOrange AI does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Platform.

Post-Termination Support

Following termination or expiry of this Agreement, provided that the Client has complied with all its obligations under this Agreement including payment obligations, RedOrange AI shall:

(a)   maintain Client Data for a period of 30 days following the effective date of termination (the "**Data Retrieval Period**"); and

(b)   during the Data Retrieval Period:

(i)provide the Client with limited read-only access to the Platform for the sole purpose of exporting Client data; and

(ii)   provide reasonable support regarding data export procedures during normal business hours.

RedOrange AI reserves the right to charge its standard hourly rates for any additional support requested beyond the scope of this clause.

redOrange.ai

Data

The parties agree to comply with the provisions in ***Section D*** to the extent any personal data is processed as part of the Services.

Changes

RedOrange AI may update, modify, or discontinue features with 7 days' notice for material changes that negatively impact functionality. We will notify you via email and in-product notifications.

Section B: Service-Level Agreement

Uptime Commitment

RedOrange AI commits to 95% uptime for its services on a monthly basis, excluding scheduled maintenance and force majeure events.

Support is provided according to your subscription tier as detailed in our Support Policy at www.redorange.ai

Response Times

RedOrange AI will categorise and respond to issues by priority upon receipt within the following timeframes during working hours:

- **Critical:** service outage or severe disruption to essential functions affecting multiple Tenants with no immediate workaround. RedOrange AI will endeavour to respond within 1 hour and work continuously until the issue is resolved or a workaround is provided.

- **High Priority:** significant impairment to core functions for some Tenants, with a workaround available. RedOrange AI will endeavour to respond within 4 hours and provide updates until the issue is resolved.

- **Standard:** Minor impact on functionality or general support queries.
  RedOrange AI will endeavours to respond within 3 business days with support or guidance.

Support Availability

Support is available during working hours. RedOrange AI will endeavour to respond to emails sent to **support@redorange.ai** within the response times defined above.

Section C: General Provisions

SUBSCRIPTION TERM

This Agreement shall commence on the date you first accept these terms or access the Service.

AWS MARKETPLACE RELATIONSHIP

Purchases made through AWS Marketplace are subject to both this Agreement and AWS Marketplace's terms and conditions. For billing, payment processing, and refunds, AWS Marketplace terms control. In the event of any conflict between AWS Marketplace requirements and this Agreement regarding billing or payment, AWS Marketplace terms shall prevail, and RedOrange AI will work with you to resolve such conflicts in good faith.

CLIENT AND PERSONAL DATA

The Client grants RedOrange AI a non-exclusive right to access and use its data, which may include personal data, in order for RedOrange AI to provide the Service to the Client during the Subscription Term. The parties acknowledge that where RedOrange AI processes any personal data when performing its obligations under this Agreement, RedOrange AI is the data processor and not the data controller of any personal data related to the Client's use of the Service. Solely if and to the extent RedOrange AI is processing personal data, as defined in the General Data Protection Regulation or other applicable data protection legislation, on Client's behalf, then the data privacy provisions within in Section D apply.

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COMPLIANCE WITH LAWS AND REGULATIONS

Each party will comply with applicable laws, regulations, codes and sanctions with respect to its rights and obligations under this Agreement, including applicable anti-bribery and anti-corruption laws, together with privacy and export control laws and regulations.

LIMITATION ON LIABILITY

Except as expressly and specifically provided in this Agreement:

> (i)   the Client assumes sole responsibility for results obtained from the use of the Platform, the Services and the documentation by the Client or any Tenant, and for conclusions drawn from such use. The Client shall have no liability for any damage caused by errors or omissions in any data, information, instructions or scripts provided to RedOrange AI by the Client in connection with the Services, or any actions taken by RedOrange AI at the Client's direction;

> (ii)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;

> (iii)   the Platform, Services and the documentation are provided to the Client on an "as is" basis. RedOrange AI shall not be liable for any indirect losses or consequential losses. RedOrange AI's total aggregate liability to the Client, in respect of all breaches of duty occurring within any contract year shall not exceed the total subscription fees paid in the contract year in which the breaches occurred cap.

INDEMNITY

The Client shall defend, indemnify and hold harmless RedOrange AI against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's or any Tenant's use of the Platform or Services.

AUDIT

The Client shall permit RedOrange AI to have access to any use verification report within 30 days from RedOrange AI's request (such request not to be made more than once per annum), and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement.

RENEWAL

Subscriptions automatically renew for successive 12-month periods unless you cancel through AWS Marketplace at least 60 days before the renewal date. By allowing renewal, you agree to continue to be bound by this Agreement and continue to make payments in accordance with the billing procedures and the rates agreed from time to time between RedOrange AI and Client and/or as may be updated by RedOrange AI from time to time. For AWS Marketplace customers, renewal shall be processed through AWS Marketplace.

TERMINATION

Either party can terminate this Agreement upon:

(i)   written notification that that the other party is in breach of any material term of this Agreement and such breach remains unresolved for a period of thirty (30) days following written notice;

(ii)   If the other party becomes voluntarily or involuntarily bankrupt;

(iii)   if the other party ceases or threatens to cease business; or

(iv)   an invoice is not discharged within 7 days of its due date.

In the event of termination, termination notice for the Service must be submitted to RedOrange AI, either in writing or by email. Upon receipt of a termination notice, this Agreement and the Service will terminate immediately. RedOrange AI will be entitled to invoice Client for use of the Service prior to and up until receipt of termination notice. Terms of this Agreement, which are intended to survive expiration or termination will survive, including, but not limited to, restrictions on intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law.

PROPRIETARY RIGHTS

The Client acknowledges and agrees that RedOrange AI and/or its licensors own all intellectual property rights in the Platform including the RedOrange AI Data. Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform, Services or the documentation.

This Agreement shall not prevent RedOrange AI from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement. Without prejudice to the foregoing, the Client shall own all intellectual property rights in the Client Data.

MARKETING

RedOrange AI is permitted to use Client's name and logos in RedOrange AI's marketing materials for the limited purpose of identifying the Client as a customer of RedOrange AI.

FORCE MAJEURE

Neither party shall be responsible to the other party in circumstances where some or all of the obligations under these Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party, including an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, failure of communication facilities, default of suppliers or sub-contractors, or the inability to secure computer processing facilities (including those of the necessary quality or security), obtain materials or supplies and, in all cases, the inability to do so except at increased prices (whether or not due to such causes).

However, if such circumstances persist for more than 28 days, the non-defaulting party may terminate the agreement and all charges due to RedOrange AI up to the date of termination shall become due.

ASSIGNMENT

The Client may not transfer the Service or any rights under this Agreement without the prior written consent of RedOrange AI, which consent shall not be unreasonably withheld. A condition to any transfer or assignment shall be that the recipient agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be null and void. RedOrange AI may transfer its rights and obligations under these terms to another organisation.

CONFIDENTIALITY

Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

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GOVERNING LAW

This Agreement shall be interpreted and enforced according to the laws of Ireland, with exclusive jurisdiction in the Irish courts.

Section D: Data Privacy

• The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

• If RedOrange AI processes any personal data on the Client's behalf when performing its obligations under this Agreement, the parties record their intention that the Client shall be the data controller and RedOrange AI shall be a data processor and in any such case:

(a) the Client shall ensure that the Client is entitled to transfer the relevant personal data to RedOrange AI so that RedOrange AI may lawfully use, process and transfer the personal data in accordance with this Agreement;

(b) the Client shall ensure that third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Law;

(c) RedOrange AI shall process the personal data only in accordance with the terms of this Agreement, the Data Protection Laws and any lawful instructions reasonably given by the Client from time to time. In the event that RedOrange AI believes such instructions to be contrary to Data Protection Law then it will immediately notify the Client; and

(d) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).

• RedOrange AI shall exercise reasonable skill, care and diligence to select sub-processors which it may use for the purposes of data hosting and storage providers in connection with the processing anticipated under this Agreement. If RedOrange AI changes any sub-processor it shall notify the Client in writing in advance of such change and then the Client may object in accordance with the GDPR. RedOrange AI shall be liable in accordance with this Agreement for the acts and omissions of any such sub-processors.

• RedOrange AI shall notify the Client without undue delay upon RedOrange AI or any sub-processor becoming aware of a personal data breach affecting the Client's personal data, providing the Client with sufficient information to allow the Client to meet any obligations to report or inform data subjects of the personal data breach under Data Protection Law.

• RedOrange AI shall cooperate with the Client and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such personal data breach.

• RedOrange AI shall process the Client's personal data during the Subscription Term of this Agreement.

• The Client's personal data may include any personal data that is included within any document that is uploaded by the Client to the Platform. Depending on the document type, this may include individual names, customer lists (of the Client or its

clients/suppliers), including name, address, date of birth and customer attributes. The Client does not intend to supply sensitive personal data within the documents it uploads to the Platform.

•   The processing of personal data by RedOrange AI (and any sub-processor) is in conjunction with the Client's use of the Platform including for the purpose of providing contract notifications, extraction of data points, and API endpoints and integrations from within the Platform.

•   Either party may make reasonable amendments to paragraphs 7 and 8 of this
Section D by written notice to the other party from time to time to meet its requirements under the applicable Data Protection Laws (including the GDPR).

•   The terms "controller", "data subject", "personal data", "personal data breach" and "processing" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.