



FingerprintJS, Inc.

## Enterprise Terms and Conditions

### 1. FingerprintJS Service.

1.1 Subscription. Subject to the terms and conditions of this Agreement, and in each case solely during the Subscription Term: (a) FingerprintJS hereby grants Customer a limited, revocable, non-exclusive, non-transferable (except in compliance with Section 13.1) right and license to install the Agent on the Customer Website solely as necessary to use the Service in accordance with the Documentation; and (b) Customer and its Users may remotely access the Dashboard. Such use is limited to Customer's internal use. Customer and each User must keep Credentials confidential and not share them with anyone else. Customer is responsible for (i) its Users' compliance with this Agreement and actions taken through their Credentials and (ii) disabling access to the Service by any User who is no longer an employee of Customer.

1.2 Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly (and shall not allow any third party to): (a) copy, modify, or create derivative works of the Service or any component thereof; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or any component thereof; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the Agent or any other software component of the Service, in whole or in part; (d) remove any proprietary notices from the Service or any component thereof; (e) use the Service or any component thereof in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (f) use the Service or any component thereof for any benchmarking purpose or for the purpose of developing or assisting in the development of a product or service that competes with the Service or that utilizes functions and features similar to those of the Service.

2. **Service Level Terms; Support Terms**. During the Subscription Term, FingerprintJS will adhere to the terms of, and provide support services in accordance with, **Exhibit A** of this Agreement.

### 3. Data Rights.

#### 3.1 Visitor Data.

(a) License Grant. Customer grants FingerprintJS a non-exclusive, non-transferable (except in compliance with Section 13.1) right and license to: (i) use, copy, store, transmit, display, modify and create derivative works of Visitor Data as necessary to provide the Service to Customer under this Agreement and as otherwise described in the Privacy Policy; and (ii) aggregate the Visitor Data with other data in a de-identified form and use such derived data for any lawful purpose both during and after the Subscription Term.

(b) Data Processing. To the extent FingerprintJS processes any Personal Information contained in the Visitor Data, FingerprintJS will process such Personal Information solely under the instruction of and on behalf of Customer. If Customer is established in the European Economic Area, the United Kingdom, or Switzerland, or if any Personal Information contained in the Visitor Data otherwise falls within the scope of the European Data Privacy Legislation, FingerprintJS will process any such Personal Information in accordance with FingerprintJS's GDPR data processing addendum, which will be incorporated by reference into this Agreement and can be accessed at <https://dev.fingerprintjs.com/docs/dpa-gdpr> (as modified from time to time). If Customer is subject to the California Consumer Privacy Act and its implementing regulations ("CCPA") and the Personal Information includes Personal Information of California residents, FingerprintJS will process any such Personal Information in accordance with FingerprintJS's CCPA data processing addendum, which will be





incorporated by reference into this Agreement and can be accessed at <https://dev.fingerprintjs.com/docs/dpa-ccpa> (as modified from time to time). Notwithstanding the foregoing, if the parties agree in writing to use a different data processing addendum, such data processing addendum will apply in lieu of either of the foregoing data processing addenda.

3.2 **Usage Data.** FingerprintJS may collect Usage Data and use it to operate, improve and support the Service and for other lawful business practices, such as analytics, benchmarking and reports. However, FingerprintJS will not disclose Usage Data to third parties, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify Customer, its Users or any other person and (b) aggregated with usage data across other FingerprintJS customers.

3.3 **Security.** FingerprintJS uses reasonable technical and organizational measures designed to protect the Service and Visitor Data.

3.4 **Location.** Customer may elect to deploy the Service in the following regions: United States, European Union, and Asia. If United States is selected, Customer Data will be stored in data centers located in the US; if European Union is selected, Customer Data will be stored in data centers located in the EU; if Asia is selected, Customer Data will be stored in data centers located in India.

4. **Customer Obligations.** Customer (a) is solely responsible for its Visitor Data (including its content) and compliance with all Applicable Laws in its use of the Service and (b) represents and warrants that it has made all necessary disclosures and obtained all necessary consents required for its submission of data and granting of rights to FingerprintJS under this Agreement without violating or infringing any third-party intellectual property or privacy rights or Customer or third-party terms of service or privacy policies.

## 5. **Commercial Terms.**

5.1 **Fees and Taxes.** Fees are as described in each Order and are based on the number of API Calls during the Subscription Term. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Applicable Laws, whichever is less. If Customer elects to pay fees by credit card, then (a) Customer will provide FingerprintJS with valid credit card information and is responsible for keeping its credit card information up to date at all times and (b) Customer authorizes FingerprintJS and its designated payment processor to charge such credit card for fees payable under this Agreement including any renewals. All payments made by credit card will be assessed a 3.5% processing fee, added to the invoice and charged at the time of processing. All fees and expenses are non-refundable except as set out in Section 10.1 (FingerprintJS Indemnity) and **Exhibit A** (Support Services and Service Availability). Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than FingerprintJS's income tax. Fees and expenses are exclusive of Taxes. FingerprintJS reserves the right to modify the fees or applicable charges at the end of the then-current Subscription Term upon thirty (30) days prior notice to Customer (which may be sent by email).

5.2 **Excess Usage.** In the event Customer's usage of the Service during the Subscription Term exceeds the Service Capacity set forth in the Order, Customer will be charged for such excess usage at a price of \$4.00 per 1,000 API Calls (the "**Overage Pricing**"). Customer will be invoiced for any Overage Pricing fees attributable to such excess usage on a monthly basis in arrears, and Customer agrees to pay any such invoice no later than (30) days after receipt.

5.3 **Suspension of Service.** FingerprintJS may suspend Customer's access to the Service if (a) Customer breaches Section 1.2 (Restrictions) or Section 4 (Customer Obligations), (b) if Customer's account is 30 days or more overdue or (c) if Customer's actions risk harm to other customers or the security, availability or integrity of the Service. Where practicable, FingerprintJS will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring





suspension, FingerprintJS will promptly restore Customer's access to the Service in accordance with this Agreement.

**6. Warranty Disclaimer.**

6.1 Disclaimers. THE SERVICE IS PROVIDED "AS IS". FINGERPRINTJS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. FINGERPRINTJS DOES NOT WARRANT VISITOR DATA WILL BE ACCURATE OR PRESERVED WITHOUT LOSS. FINGERPRINTJS IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE FINGERPRINTJS'S CONTROL. FEATURES OF THE SERVICE DESIGNED TO DETECT AND FILTER CATEGORIES OF DATA HAVE INHERENT LIMITATIONS. FINGERPRINTJS DOES NOT GUARANTEE THAT THE SERVICE WILL DETECT OR FILTER ALL DATA WITH COMPLETE ACCURACY. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS OWN DATA HANDLING POLICIES. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

**7. Term and Termination.**

7.1 Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms. Each Order shall automatically renew for successive 12-month periods (each, a "Renewal Term") unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends, or as otherwise mutually agreed. Unless otherwise set forth in an Order, for each Renewal Term, an eight percent increase over the prior term will automatically be applied to the per unit fees.

7.2 Termination. Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after written notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

7.3 Effect of Termination. Upon expiration or termination of this Agreement or an Order, (a) Customer's right to use the Service (including its license to any Agent) will terminate, and (b) Customer shall immediately cease any and all use of and access to the Service. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (as defined in Section 11) in its possession or control. Customer acknowledges that following termination it shall have no further access to any Visitor Data input into the Service, and that FingerprintJS may delete any such data as may have been stored by FingerprintJS at any time. Visitor Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

7.4 Survival. These Sections survive expiration or termination of this Agreement: 1.2 (Restrictions), 3.1 (Visitor Data) (but solely as it relates to derived data), 3.2 (Usage Data), 4 (Customer Obligations), 5.1 (Fees and Taxes), 6.1 (Disclaimers), 7.3 (Effect of Termination), 7.4 (Survival), 8 (Ownership), 9 (Limitations of Liability), 10 (Indemnification), 11 (Confidentiality), 13 (General Terms) and 14 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement does not limit other remedies a party may have.

**8. Ownership.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for FingerprintJS's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Visitor Data provided to FingerprintJS. Except for Customer's limited license and use rights set forth in Section 1 of this Agreement, FingerprintJS and its licensors retain all intellectual property and other rights in the Service and any related FingerprintJS technology, including any modifications or improvements to these items made by FingerprintJS. If Customer provides





FingerprintJS with feedback or suggestions regarding the Service or other FingerprintJS offerings, FingerprintJS may use the feedback or suggestions without restriction.

## 9. **Limitations of Liability.**

9.1 Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS OR TO THE EXTENT ARISING OUT OF A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

9.2 Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS') ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO FINGERPRINTJS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (OR, IF FEWER THAN 12 MONTHS HAVE ELAPSED UNDER THE AGREEMENT, THE AVERAGE MONTHLY FEES PAID OR PAYABLE BY CUSTOMER TO FINGERPRINTJS UNDER THE AGREEMENT MULTIPLIED BY 12). NOTWITHSTANDING THE FOREGOING, EACH PARTY'S (AND ITS SUPPLIERS') ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ARISING UNDER OR IN CONNECTION WITH SECTIONS 10 (INDEMNIFICATION) OR 11 (CONFIDENTIALITY) WILL NOT EXCEED IN AGGREGATE THREE TIMES (3X) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO FINGERPRINTJS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (OR, IF FEWER THAN 12 MONTHS HAVE ELAPSED UNDER THE AGREEMENT, THE AVERAGE MONTHLY FEES PAID OR PAYABLE BY CUSTOMER TO FINGERPRINTJS UNDER THE AGREEMENT MULTIPLIED BY 12).

9.3 Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Sections 1.2 (Restrictions) or 4 (Customer Obligations), or (b) a party's gross negligence, fraud, or willful misconduct.

9.4 Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## 10. **Indemnification.**

10.1 FingerprintJS Indemnity. FingerprintJS will defend Customer from and against any third-party claim to the extent alleging that the Service, when used as authorized by Customer, infringes a third-party's U.S. patent, copyright or trademark, and will indemnify Customer against any damages or costs finally awarded by a court of competent jurisdiction against Customer (including reasonable attorneys' fees) or agreed in settlement by FingerprintJS resulting from the claim. In response to an actual or potential infringement claim, if required by settlement or injunction or as FingerprintJS determines necessary to avoid material liability, FingerprintJS may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the alleged infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term. FingerprintJS's obligations in this Section 10 do not apply the following "Customer-Controlled Matters": (i) to infringement resulting from Customer's modification of the Agent or use of the Service in combination with items not provided by FingerprintJS, (ii) to infringement resulting from use of a non-supported version of the Agent or Service, (iii) to infringement resulting from unauthorized use of the Service, (iv) FingerprintJS' compliance with any designs, requirements or specifications required or otherwise provided by Customer, or (v) if Customer settles or makes any admissions about a claim without FingerprintJS's prior written consent. This Section 10 sets out Customer's exclusive remedy and FingerprintJS's entire liability regarding infringement of third-party intellectual property rights.





10.2 Customer Indemnity. At FingerprintJS's request, Customer will defend FingerprintJS and its affiliates from and against any third-party claim based upon or arising from Visitor Data or FingerprintJS's collection, storage, or processing thereof in compliance with this Agreement, or any Customer-Controlled Matter, and, regardless of whether FingerprintJS requests Customer to defend against such a claim, will indemnify FingerprintJS and its affiliates against any damages or costs awarded against FingerprintJS or its affiliates (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

10.3 Indemnity Procedures. The party seeking defense and indemnification hereunder (the "**Indemnified Party**") must provide the party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt written notice of any claim for which indemnification is sought (provided that a failure to provide such notice will not relieve the Indemnifying Party of its obligations under this Section 10 except to the extent material prejudice results from such failure); (b) all reasonable cooperation, at the Indemnifying Party's request and expense, in the defense and settlement of the claim; and (c) sole control of the defense and settlement of the claim (provided that (i) where Customer is the Indemnifying Party, such control only accrues to the extent FingerprintJS requests Customer's defense of the claim and (ii) the Indemnifying Party may not agree to any settlement that places any obligation on the Indemnified Party without the Indemnified Party's written consent, not to be unreasonably withheld, conditioned, or delayed).

## 11. **Confidentiality.**

11.1 Definition. "**Confidential Information**" means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. FingerprintJS's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about, and all nonpublic aspects of, the Service.

11.2 Obligations. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for FingerprintJS, the subcontractors referenced in Section 13.9), provided it remains responsible for their compliance with this Section 11 and they are bound to confidentiality obligations no less protective than this Section 11.

11.3 Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information if required by Applicable Laws, subpoena or court order, provided (if permitted by Applicable Laws) it notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment.

11.4 Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 11.

12. **Publicity**. Neither party may publicly announce this Agreement except with the other party's prior written consent or as required by Applicable Laws. However, FingerprintJS may include Customer and its trademarks in FingerprintJS's customer lists and promotional materials but will cease this use at Customer's written request.

## 13. **General Terms.**

13.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger,





reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

13.2 Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of Delaware and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in New Castle County, Delaware and both parties submit to the personal jurisdiction of those courts.

13.3 Notices. Except as set out in this Agreement, notices under this Agreement must be in writing to the addresses on the first page. Either party may update its address with notice to the other party. FingerprintJS may also send operational notices to Customer by email or through the Service.

13.4 Entire Agreement. This Agreement (which includes all Orders) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

13.5 Amendments. Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by FingerprintJS. Nonetheless, with notice to Customer, FingerprintJS may modify its policies to reflect new features or changing practices, but the modifications will not materially decrease FingerprintJS's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by FingerprintJS; any of these Customer documents are for administrative purposes only and have no legal effect.

13.6 Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

13.7 Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, internet or utility failures, refusal of government license or natural disaster.

13.8 Subcontractors. FingerprintJS may use subcontractors and permit them to exercise FingerprintJS's rights, but FingerprintJS remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

13.9 Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

13.10 Open Source. Certain aspects of the Service may contain or be provided with third-party components subject to the terms and conditions of "open source" software licenses ("**Third-Party Open Source**"). FingerprintJS confirms that such Third-Party Open Source does not contain any copyleft licenses that would impose any restriction on consideration to be charged for redistribution of any source code. Third-Party Open Source may be identified in the Service (or a portion thereof), the Documentation, or FingerprintJS shall provide a list of the Third-Party Open Source to Customer upon Customer's written request. To the extent required by the license that accompanies the Third-Party Open Source, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Open Source, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. For clarity, Third-Party Open Source does not include any open source software





created by FingerprintJS.

#### 14. Definitions.

**“Agent”** means the FingerprintJS JavaScript agent and any related code that the Customer installs on the Customer Website in connection with its use of the Service.

**“API Call”** means a collection of interactions mediated by the Agent that results in Visitor Data being sent to the Service and processed.

**“Applicable Laws”** means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical data or Personal Information.

**“Credentials”** means user IDs, passwords, accounts, license keys or other Service access mechanisms provided by FingerprintJS.

**“Customer Website”** means the website of Customer on which the Agent is installed.

**“Dashboard”** means the hosted user interface made available by FingerprintJS at <https://dashboard.fingerprintjs.com> through which Customer can access certain information in connection with the Service.

**“Documentation”** means the documentation made available to Customer by FingerprintJS for use with the Service at <https://dev.fingerprintjs.com/docs> (as modified from time to time).

**“European Data Privacy Legislation”** means, as applicable: (i) Regulation (EU) 2016/679; (ii) the "UK GDPR" as defined in The Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019; and (iii) the Swiss Federal Act on Data Protection 1992 (as amended).

**“Order”** means an order form for access to the Service that is executed by the parties and references this Agreement.

**“Personal Information”** means information relating to identified or identifiable natural persons that may be included within Visitor Data.

**“Privacy Policy”** means the FingerprintJS Privacy Policy, the current version of which is available at <https://dev.fingerprintjs.com/docs/privacy-policy> (as modified from time to time).

**“Service”** means FingerprintJS’s proprietary fingerprinting-as-a-service offering, FingerprintJS Pro. The Service includes the Dashboard, the Agent, and the server-side software that analyzes Visitor Data.

**“Subscription Term”** means the term for Customer’s use of the Service as identified in an Order.

**“Usage Data”** means technical, log, usage and other data related to Customer’s general use of the Service.

**“User”** means any employee or contractor of Customer that Customer allows to use the Service on its behalf.

**“Visitor Data”** means the Customer Website session data collected in connection with the Service.









## EXHIBIT A

### Support Services and Service Availability

1. Support Services. During the Subscription Term, FingerprintJS will provide the support services described in this Exhibit A (the "**Support Services Term**").

2. Definitions.

"**Downtime**" means a period of time where the Service is unavailable to Customer due to reasons that are within FingerprintJS's reasonable control. For clarity, "Downtime" does not include periods where the Service is unavailable to Customer due to (a) Customer's negligence, hardware or software malfunction or other causes beyond the reasonable control of FingerprintJS such as, by way of example and without limitation, generalized telecommunications failures, packet loss, network, or internet problems, or (b) a problem with third party software not licensed through FingerprintJS.

"**Emergency Downtime**" means Downtime due to a short-term emergency condition, provided that: (a) the incident lasts less than three (3) hours; and (b) there have been no prior Emergency Downtime incidents within 90 days before the incident.

"**Error**" means a failure of the Service to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of, the Service.

"**Excused Downtime**" means any Downtime that is Maintenance Downtime or Emergency Downtime, or Downtime that relates to FingerprintJS's blocking of data communications or other service in connection with the Service in accordance with its policies.

"**Maintenance Downtime**" means Downtime for maintenance or backup purposes, provided that: (a) the incident is scheduled with Customer at least three (3) business days in advance and (b) the aggregate duration of incidents in any month is less than one (1) hour.

"**Monthly Availability Percentage**" means the percentage of time over the course of each calendar month during the Support Services Term, excluding Excused Downtime, that the Service is available for use by Customer.

"**Start Time**" means the time at which FingerprintJS first becomes aware of an Error.

3. Support Services. During the Support Services Term, FingerprintJS shall provide customer support through email during normal business hours, which shall be Monday through Friday, 9 a.m. to 5 p.m. (Central Time) (the "**Support Services**"). All submitted Errors will be classified as "Minimal Business Impact" as described in Table 1 below.

4. Service Availability.

4.1 Availability. The Service shall have a Monthly Availability Percentage equal to or greater than **99.8%**:

4.2 Downtime Credits. If the Service does not meet the Monthly Availability Percentage, FingerprintJS shall provide Customer with a credit in an amount equal to 0.4% of Subscription Term fees ("**Downtime Credit**") for each period of Downtime lasting longer than 1 hour that is not an Excused Downtime; provided, however, that no more than one (1) Downtime Credit will accrue per day. In order to receive Downtime Credit, Customer must notify FingerprintJS in writing within 24 hours from the time of Downtime (such notice, a "**Downtime Notice**"). Failure to provide a Downtime Notice will forfeit Customer's right to receive Downtime Credit for the applicable period of Downtime. For purposes of Downtime Credits, Downtime will begin to accrue as soon as FingerprintJS receives a Downtime Notice, and continues until the availability of the Service is restored. Downtime Credits may not be redeemed for cash. For any one (1) calendar month, Customer can receive a maximum of Downtime Credits equal to one (1) week of Subscription Term fees. FingerprintJS will only apply Downtime Credits to the month in which the incident occurred. Downtime Credits are non-transferable and are not redeemable for cash.





Customer will not be entitled to any Downtime Credits if any undisputed invoice is overdue or if Customer is in breach of the Agreement.

4.3 Error Management. FingerprintJS will use its commercially reasonable efforts to adhere to the response and resolution times for Errors as set forth below in [Table 1](#).

**Table 1 – Error Management**

Error Classification	Description	Response Time*
<i>Critical Business Impact</i>	Any Error reported by Customer where the Service is unavailable and for which there is no workaround.	Within 4 hours* of the Start Time.
<i>Moderate Business Impact</i>	Any Error reported by Customer where Service performance may be degraded or functions limited, for which a workaround is available, and such Error materially affects Customer's business.	Within 8 hours* of the Start Time.
<i>Minimal Business Impact</i>	Any Error reported by Customer where Service performance may be degraded or functions limited, for which a workaround is available, and such Error does NOT materially affect Customer's business.	Within 8 hours* of the Start Time.[FORM] FingerprintJS - Subscription Agreement (Dec 2023).docx - Google Docs

\* All times during regular business hours: 9 a.m. – 5 p.m. (Central Time, Monday through Friday).

## 5. **Conditions, Exclusions, and Termination of Support Services**

5.1 Conditions for Providing Support. FingerprintJS's obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to solve the problem after consulting with FingerprintJS; (b) Customer provides FingerprintJS with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; and (c) Customer procures, installs and maintains all software, hardware, communication interfaces and other components necessary to use the Service.

5.2 Exclusions from FingerprintJS's Support Services. FingerprintJS is not obligated to provide Support Services in the following situations: (a) the problem is caused by Customer's negligence, hardware or software malfunction or other causes beyond the reasonable control of FingerprintJS, (b) the problem is with third party software not licensed through FingerprintJS or (c) Customer is in breach of the Agreement.

5.3 Termination of Support Services. FingerprintJS reserves the right to suspend performance of the Support Services if Customer fails to pay any amount that is payable to FingerprintJS under the Agreement within thirty (30) days after such amount becomes due.