

Software as a Service (SaaS) Agreement

Effective dates for this document

The updated version will take effect according to the following schedule:

- **New subscriptions**

Effective immediately for all accounts created on or after August 24, 2026

- **Existing subscriptions**

Effective upon the next renewal date occurring on or after September 23, 2026

This Agreement is made between YourSky.blue LLC (UID: CHE-287.055.487) as the "Provider" of service and the company/physical person agreeing to these terms, referred to as the "Customer".

This Agreement shall be effective upon the Customer's acceptance during the subscription process or upon receipt of the Customer's first subscription payment, whichever occurs first.

Both parties agree as follows:

1. Services

- The actual software solutions provided as a service to the Customer are indicated in the subscription plan purchased (e.g., Dependency Track SaaS Standard or Dependency Track SaaS High Availability).
- The permissible features, compute allocation, and number of users granted access to the service vary depending on the specific subscription plan and volume tier purchased.

2. Access to the services

- System is normally available 24/7 under best effort.
- Availability targets depend on the Customer's purchased subscription plan as specified on the Pricing page:
 - **Standard Tier:** The Provider targets a 90-day availability of at least 99.7% for core services, excluding scheduled maintenance windows and force majeure events.
 - **High Availability (HA) Tier:** The Provider targets a 90-day availability of at least 99.9% for the core Dependency Track production engine, backed by redundant multi-zone compute and automated failover capabilities.
- In the event availability for the core service falls below the applicable target in any 90-day rolling period, the Customer may request a service credit equal to the pro-rata value of the excess downtime, capped at 10% of the monthly subscription fee for that period.
- Normal maintenance windows are reserved on Saturday from 9:00 to 12:00 CET. Exceptional urgent maintenance might be performed at any time based on actual needs without prior notice.
- During maintenance the service might experience limited availability or temporarily be switched off.

3. Provider Responsibility

- During the subscription period, the Customer will have access to the services purchased on a cloud environment available online under the applicable service level target.
- Provider's responsibility is limited to:
 - Host and maintain the service solution online.
 - Monitor and update the service solution and underlying infrastructure to maintain good quality of service.
 - Provide initial administration instructions to connect to the purchased service solution.
 - Notify the Customer of any major changes that would materially affect their access to the solution.
 - Provide technical operating support limited to restoring normal course service functionality.
- Specific customer requests, custom enhancements, hands-on migration assistance, root cause analysis, data recovery, extensive performance troubleshooting, or support exceeding restoration of standard service functions are not covered by standard or High Availability subscriptions. Such services may be offered separately on a time-and-materials basis, for a fixed fee, or under an additional service agreement.

4. Customer Obligations

Customer shall:

- Maintain a valid email address to receive critical operational and billing notifications from the Provider.
- Ensure payment information and billing contact details remain current at all times.
- Pay all fees on time to ensure uninterrupted service usage and avoid administrative suspension fees.
- Access the solution via its own internet connection and bear all related connectivity costs.
- Possess adequate technical knowledge to operate the solution or obtain external training.
- Use the solution solely for its intended purpose.
- Respect and enforce subscription limits (e.g., number of users, projects, API throughput) according to the active subscription plan, or execute an upgrade to a higher volume or plan tier prior to exceeding applicable thresholds.
- Implement appropriate operational measures to secure system configuration, permissions, and credential privacy, and maintain local backups or copies of key operational data.
- Promptly notify the Provider of any unauthorized account access or security compromise.
- Guarantee that they are not located in, under the control of, or a national or resident of any jurisdiction subject to Swiss, EU, or US sanctions or embargos.

5. Customer Data

We are committed to safeguarding the confidentiality and integrity of your information in strict compliance with Swiss and European data protection laws. Personal data processing is governed by our Privacy Policy at <https://yoursky.blue/legal/privacy-policy>.

Regarding data processed or stored within our solutions:

- The Customer acts as the sole Data Controller and assumes sole responsibility for all data provided or managed through the solution.
- Customer core application data is hosted within a multi-cloud environment, with primary production servers located in Switzerland. To deliver essential platform services, we engage specialized global sub-processors bound by Data Processing Addendums (DPAs) offering protection equivalent to Swiss and GDPR standards. We never sell customer data.
- Customer data is encrypted during transmission and at rest.
- The Provider shall not disclose Customer Data to third parties or government authorities except as required to deliver the Services or pursuant to a valid, binding legal order (e.g., a court order). Where legally permissible, the Provider will promptly notify the Customer of any such legal demand.

- Upon subscription termination, Customer Data enters a 14-day Redemption Period during which configuration data is taken offline. Data recovery during this window is subject to a CHF 250 fee (excluding taxes). Following the 14-day Redemption Period, all Customer Data is permanently and irreversibly deleted.
- For the Software Health Indicator solution, the Customer's software health entries will remain visible in our public index even after subscription termination. However, the Provider reserves the right to unpublish, modify, or delete such entries at its sole discretion.
- Data processing under this Agreement is governed by the Data Processing Agreement ("DPA") available at <https://yoursky.blue/legal/dpa>, which forms an integral part of this Agreement.

6. Subscription period, upgrades, and renewals

The commencement date is established when the service is activated and notified as ready for use, marking the start of the billing cycle.

Service subscriptions operate on a Monthly or Yearly recurring basis.

- **Automatic Renewal:** Subscriptions automatically renew for successive periods of equal length unless cancelled before the final day of the active billing period.
- **Self-Service Plan Upgrades:** The Customer may upgrade their subscription tier (e.g., from Standard to High Availability) or expand permissible volume limits at any time via the billing portal or a support request.
- **Immediate Upgrade Activation:** Upgrades take effect immediately upon successful authorization of the pro-rated fee difference for the remainder of the active billing cycle.
- **Plan Downgrades:** Plan tier downgrades or volume reductions requested mid-cycle take effect at the start of the subsequent renewal period. No partial refunds or credits are issued for unused capacity prior to the renewal date.
- **Volume Compliance:** Operational volumes are audited periodically. It remains the Customer's responsibility to upgrade their plan tier or volume capacity prior to exceeding active plan limits. Exceeding limits may result in automatic pro-rated billing adjustments or temporary service restriction.

7. Billing and Payment

All prices are indexed in Swiss Francs (CHF). Convenience pricing in other major currencies may be adjusted periodically to reflect currency exchange fluctuations at the start of a billing cycle.

- **Automated Charging:** Payment will be processed automatically using the Customer's primary billing method on file.
- **Immediate Authorization for Upgrades:** Initiating a mid-cycle plan upgrade or volume expansion grants explicit authorization for the Provider to immediately charge the pro-rated fee difference to the Customer's payment method on file.
- **Payment Failure & Grace Period:** If a renewal or upgrade payment fails, the Customer has **7 calendar days** to update payment details. Service access may be restricted during this window. On the 8th day, the subscription is officially **Cancelled**.
- **Reactivation Window:** A Cancelled subscription may be reactivated within **5 calendar days (120 hours)** by settling outstanding fees. Reactivation grants no right to service extension or credit for downtime experienced during cancellation.

8. Taxes

- All prices listed on our platform and marketing channels exclude statutory taxes.
- Applicable taxes (including Swiss VAT or regional sales taxes) vary by Customer jurisdiction and will be calculated and added during payment processing or invoicing. The Customer remains responsible for all applicable taxes. Changes in legal tax rates shall be applied automatically and do not grant rights to early agreement termination.

9. Termination

- **Termination by Customer:** The Customer may terminate the service to prevent automatic renewal by cancelling their subscription via the marketplace portal prior to the expiration of the active billing period.
- **Termination by Provider:** The Provider may terminate a subscription by providing at least 1 month prior notice via email.
- **Immediate Termination for Cause:** The Provider reserves the right to suspend or terminate access immediately without prior notice if the Customer breaches this Agreement, violates sanctions/export controls, or engages in activities exposing the platform or other tenants to operational or legal risk.

10. Reimbursement

Any monetary refund issued under this Agreement shall incur an administrative processing fee of 10% of the refunded amount, with a minimum fee of CHF 250 (excluding taxes).

This administrative fee shall not apply to:

- Termination initiated by the Provider without cause under Section 9.
- Automated pro-rata account adjustments resulting from self-service plan upgrades executed pursuant to Section 6.

11. Limitation of Liability

To the maximum extent permitted by applicable law:

- Total aggregate liability of either party under this Agreement shall not exceed the unconsumed fees paid by the Customer for the active subscription period.
- Neither party shall be liable for indirect, punitive, or consequential damages, including lost revenue, lost business, or data restoration costs.
- Neither party shall be held liable for failure or delay caused by events beyond its reasonable control (force majeure), excluding monetary payment obligations.
- Where service unavailability results directly from gross negligence by the Provider, maximum liability shall not be less than one full month of the Customer's applicable subscription fee.

12. Dispute Resolution

In the event of any dispute arising from or relating to this Agreement:

- **Initial Negotiation:** The parties shall first attempt to resolve the matter amicably through written email communication.
- **Executive Meeting:** If unresolved within ten (10) business days, representatives of both parties shall conduct an online meeting within fifteen (15) days to negotiate in good faith.
- **Jurisdiction:** Unresolved disputes shall be submitted exclusively to the competent courts located in Conthey, Switzerland.

13. Governing law and jurisdiction

This Agreement is governed by and construed in accordance with the substantive laws of Switzerland. The parties submit to the exclusive jurisdiction of the competent courts in Conthey, Switzerland.

14. Export Control and Sanctions

The Customer agrees to comply with all applicable Swiss, EU, and international export control regulations and trade sanctions. Accessing the services via technical circumvention (such as unauthorized VPN proxies) from a sanctioned region constitutes a material breach of this Agreement.

15. Miscellaneous

- **Custom Terms:** Special requests or custom deployment models require prior written approval or a custom agreement, billed at standard rates (CHF 250/hour, excluding taxes) or agreed fixed fees.
- **Terms Modification:** The Provider may amend these terms by providing at least 30 days' notice via email or platform notification. Continued use of the service following the renewal date constitutes full acceptance of the revised terms.