

# Root.io Terms & Conditions

# Root.io Platform Terms And Conditions

Revised: May 23, 2025

Root.io ("Root") provides an automated SaaS vulnerability remediation platform (the "Platform") enabling organizations to: (a) continuously identify, manage, and remediate vulnerabilities within container images through automated patching, updates, and triage; (b) generate, manage, and share standardized Software Bills of Materials (SBOMs), vulnerability exploitability exchange (VEX) statements, and detailed security reports; and (c) enhance software supply chain transparency, security, and compliance through automation and ongoing monitoring. Customer desires to access and use Root's Platform as specified in the Order incorporating these Terms, and Root agrees to grant such access under these Terms, the Order and these Terms constituting the "Agreement".

Root may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when posted on its website, when we send you a message regarding the new Terms or other reasonable means of notification we may choose. Customer's continued use of the Platform following such notice means that you accept and agree to the changes.

## 1. Certain Definitions

"Analyses" means vulnerability findings, scan results, triage information, exploitability assessments, and remediation guidance generated and imported into the Platform.

"Applicable Laws" means all existing and future federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal and state banking laws, regulations, guidance, and policies), or any court of competent jurisdiction that are applicable to the parties in their performance of their obligations or exercise of their rights under this Agreement.

"Container" means a cloud-native, standalone and executable software package that includes all necessary components to run an application, including code, runtime system tools, operating system, libraries and settings.

"CVE" means Common Vulnerabilities and Exposures, a standardized identifier for known information security vulnerabilities.

"Effective Date" means the date on which the parties have mutually executed an Order.

"Fees" means the amounts payable by Customer to Root pursuant to this Agreement (including without limitation the applicable Order).

"Output" means vulnerability remediation reports, scan results, software bill of materials (SBOM), VEX statements, and other security documentation produced by the Platform regarding Containers that are analyzed by the Service.

"Patch" means a software update provided by Root through the Service that addresses, resolves, or mitigates specific vulnerabilities, bugs, errors, or security issues within a Container.

"Service" means the service and access to the Platform as described on the Order, including the continuous vulnerability identification, automated remediation, SBOM generation, and other security features provided through the Platform.

"SLA" means the Service Level Agreement available at [www.root.io/sla](http://www.root.io/sla) that describes Root's commitments for addressing vulnerabilities identified in container images provided through Root's Automatic Vulnerability Remediation service.

"Term" means the subscription period identified in the Order.

"VEX" means Vulnerability Exploitability Exchange, a standardized format for communicating the exploitation status of vulnerabilities in specific product releases.

## **2. Provision of Service and Documentation**

### **2.1. License Grant.**

During the Term and subject to the Terms (including any usage limitations set forth in the Order), Root will provide Customer access to and use of: (a) the Service for (i) Customer's internal use by employees or contractors of Customer and (ii) only if and as specified in the Order, Customer's invited third party collaborators, in each case who Customer permits to use the Service (collectively, "Authorized Users") and (b) the product documentation provided by Root in connection with the Service (the "Documentation") solely for Customer's use of the Service. Customer may establish access rights and restrictions for its Authorized Users depending on role subject to restrictions set forth in the Order.

### **2.2. Restrictions.**

Customer will not use the Service or Documentation for any purposes beyond the scope of the rights granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer will not at any time, directly or indirectly: (a) use or copy the Service or Documentation, in whole or in part, except as permitted hereunder; (b) use the Service or Documentation as a service bureau or otherwise for the benefit of a third

party; (c) rent, lease, loan or otherwise in any manner provide or distribute the Service or any copy thereof to any third party; (d) misappropriate any data or information from the Service or Documentation; (e) disrupt the functioning of the Service; (f) otherwise act in a manner that interferes with Root's operation of the Service or with the use of the Service by others; (g) gain any unauthorized access to the Service or Documentation for any other purpose or access or use the Service to circumvent or exceed usage limitations; (h) modify, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with the Service, Documentation, any Root Update (defined below) or any security technology, software, or rights management information contained within the Service or in any software used to enable the Service; (i) modify or remove any copyright, trademark or other proprietary rights notice on any software or other materials contained within the Service, Root Updates or Documentation; (j) use the Service or Documentation for purposes of developing, using, or providing a product or service that competes with, or provides similar functionality to, the Service; (k) access or use the Service to submit or transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature or to send any commercial solicitation or spam (whether commercial in nature or not); (l) exploit the Service in any unauthorized way whatsoever, including without limitation by trespass or burdening server or network capacity or Service infrastructure (including transmitting files containing viruses, corrupted files, spyware, adware, or any other software or programs, or deploying "spiders," "web-bots," "screen-scrapers," or "web crawlers" that may damage or adversely affect server or network capacity or Service infrastructure); or (m) attempt, or encourage or assist any third party to do, any of the foregoing.

### **2.3. Third Party Products.**

In connection with the Service, Root may make available certain third-party Patches, products and services, including but not limited to publicly available or open source software ("Third-Party Products") for use in connection with the Platform (e.g., open source vulnerability scanners and open source Patches) and to update vulnerabilities, errors or other identified issues with Containers. Such Third-Party Products may be made available under separate or additional terms and conditions, including but not limited to open source licenses, which we will make available to you as necessary. Additional information regarding Root's approach to open source license compliance and software transparency can be found at [www.root.io/open-source-compliance](http://www.root.io/open-source-compliance).

### **2.4. Container Updates.**

The Services can be configured to allow Root to make changes, provide updates or Patches or otherwise modify the non-proprietary software and code included within the Container (collectively, "Updates"), which may be implemented either automatically or manually according to the SLA timeframes defined at [www.root.io/sla](http://www.root.io/sla). Customer understands and agrees that the SLA and Updates delivered thereunder may only be used on the total number of containers/images identified in the Order, which may not be substituted once identified. Any such Updates (which may be Third-Party Products) are subject to the open source or other third party licenses that are applicable to such Update, and will be identified to Customer. For

Updates that are Third-Party Products, Customer may continue to use any such Updates provided following any termination or expiration of this Agreement in accordance with the applicable license terms. Certain Patches and Updates are developed by Root to specifically address, resolve or minimize specific vulnerabilities, bugs, errors or security issues with the software within a Container where a third-party Patch is not available (each, a "Root Update"). Root Updates will be specified by a clearly demarked package suffix, such as ".root". Root Updates are proprietary to Root. Subject to the terms and conditions of this Agreement during the Term, Root hereby grants to Customer a non-exclusive, non-transferable, royalty-free right and license to use and reproduce such Root Updates solely in connection with the Container that was updated by Root, and to distribute such Root Updates only in connection with the distribution of the associated Container as part of Customer's product offering; provided that Customer's license and right to distribute shall not extend to the distribution of the Root Updates or associated images or Containers on a standalone basis and provided further that, under no circumstances shall any warranty or SLA provided by Root to Customer under this Agreement extend to such third party unless otherwise explicitly provided in the Order.

## **2.5. Usage Data.**

Root may collect, maintain, process and use, or Customer may provide to Root, diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, including collaboration information among Authorized Users regarding its use of the Services and decisions and comments concerning the implementation of Patches, Updates and Root Updates ("Usage Data"). Customer agrees that all Usage Data is owned solely and exclusively by Root, and Root accordingly may use such Usage Data for any lawful purpose, including: (a) to provide and maintain the Service for Customer; (b) to develop and improve the Service; (c) to monitor Customer's usage of the Service; (d) for research and analytics and for Root's other business purposes; and (e) to share analytics and other derived Usage Data with third parties solely in deidentified or aggregated form. The Service may contain technological measures designed to prevent unauthorized or illegal use of the Service. Customer acknowledges and agrees that Root may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce Root's rights, including all intellectual property rights, in and to the Service.

## **2.6. Reservation of Rights.**

Root reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Service, Platform or Documentation.

## **2.7. Customer Responsibilities.**

Customer is responsible and liable for all uses of the Service, Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is

permitted by or in violation of this Agreement, including without limitation the content of any Containers. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer will take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Service and Documentation and will cause Authorized Users to comply with such provisions.

## **3. Ownership and Data Rights**

### **3.1. Ownership.**

As between Root and Customer: (a) Customer or its licensors own all right, title and interest in and to Containers and any Output; and (b) Root owns all right, title and interest in and to the Platform, Service, Analyses, Root Updates, Documentation, and Usage Data, including but not limited to all intellectual property and other proprietary rights therein and thereto.

### **3.2. Customer License.**

Customer hereby grants to Root during the Term a fully paid-up, royalty-free, worldwide, nonexclusive right and license, to use, access and modify the Container as necessary to perform its obligations under this Agreement (including providing the features and functionality of the Service to Customer). Root does not have access to and does not require usage of any proprietary applications contained within a Container.

## **4. Fees; Payment**

### **4.1. Fees.**

Customer shall pay the Fees set forth in the applicable Order in accordance with the payment terms set forth therein. Fees are non-refundable unless otherwise set forth in this Agreement (including without limitation the applicable Order). Stated Fees are exclusive of any sales, value-added, consumption or other applicable taxes, payment of which shall be the sole responsibility of Customer. All amounts payable to Root under this Agreement shall be paid by Customer to Root in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

### **4.2. Overages.**

If Customer's use of the Platform exceeds the applicable Subscription Plan or otherwise requires the payment of additional Fees (per the terms of the applicable Order), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided therein.

### **4.3. Late Payments.**

Overdue payments will be subject to interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowable under Applicable Laws, whichever is less, and Customer will indemnify and hold Root harmless from and against any costs incurred in connection with its collection of any Fees or interest properly due hereunder. If such failure to pay continues for ten (10) days following written notice thereof, Root may: (a) withhold, suspend or revoke its grants of rights hereunder; and/or (b) terminate this Agreement under Section 5.2.

### **4.4. Taxes.**

Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Root's net income. If Root has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Root with a valid tax exemption certificate authorized by the appropriate taxing authority.

### **4.5. Fee Increases.**

Root may, in its sole discretion, increase or otherwise modify the Fees at each renewal period during the Term by providing Customer notice of changes to the Fees at least seven (7) days prior to the end of the then-current Term. If Customer does not agree to the new or changed Fees, Customer may exercise its right not to renew the Agreement.

## **5. Term and Termination**

### **5.1. Term.**

Unless earlier terminated in accordance with this Section 5, this Agreement and the rights granted hereunder shall be effective as of the Effective Date and shall continue through the Term. The Agreement will automatically renew for additional periods equal to additional successive one (1) year periods unless a party provides the other written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

### **5.2. Termination for Cause.**

Either party shall have the right to terminate this Agreement immediately upon written notice to the other party: (a) if the other party breaches or fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party; or (b) if the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under

Federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

### **5.3. Effect of Termination.**

Contingent upon receipt of all Fees due and any additional charges (if any), Customer may, for a period of thirty (30) days following termination, arrange for the retrieval/downloading of its Containers and any Output. Except as set forth herein, on the expiration or earlier termination of this Agreement: (a) all rights, licenses and authorizations granted to Customer will immediately terminate, and Customer will: (i) immediately cease all use of and other activities with respect to the affected Service and Documentation; and (ii) return to Root or destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, Root's Confidential Information; provided, however, that neither Customer nor any of its representatives shall be obligated to return or destroy Confidential Information to the extent it has been electronically archived by any such party in accordance with its automated security and/or disaster recovery procedures as in effect from time to time. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to such termination; and (b) all amounts payable by Customer to Root of any kind are immediately payable and due no later than thirty (30) days after the effective date of the expiration or termination of this Agreement. If Root terminates this Agreement pursuant to Section 5.2(a), Root will not refund to Customer any Fees prepaid by Customer for any unused credit.

### **5.4. Survival.**

Sections 1, 2.2, 2.3, 2.6, 2.7, 3, 4, 5.3, 5.4, 6 (for three (3) years after termination or expiration of this Agreement or, with respect to trade secrets, until such trade secrets are no longer protected as such under Applicable Laws), 7, 8, 9.4, 10 (solely with respect to claims arising during the Subscription Term), 11, and 12 shall survive termination of this Agreement.

## **6. Confidentiality**

### **6.1. Confidential Information; Nonuse and Nondisclosure.**

Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "Confidential Information"). Notwithstanding any failure to so designate them, the Service, the Documentation, the Usage Data, and the Terms shall be Root's Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its

own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors and other representatives as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested.

Notwithstanding the foregoing, Confidential Information shall not include information which is: (i) already publicly known without breach of this Agreement; (ii) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto.

## **6.2. Remedy.**

Each party agrees and acknowledges that any breach or threatened breach of this Section 6 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

## **7. Privacy and Security**

Customer understands that by using Root's products and services, Customer agrees to Root's collection, use and disclosure of certain Customer personal information and other Customer Inputs as set forth in the Privacy Policy (located at [www.root.io/privacy-policy](http://www.root.io/privacy-policy)). Customer understands that Root cannot guarantee that unauthorized third parties will never be able to defeat Root's security measures or use Customer personal information or other Customer Inputs for improper purposes. Customer acknowledges that it provides personal information and other Customer Inputs at its own risk. For the purposes of these Terms, "personal information" is defined in the Privacy Policy.

## **8. Suggestions and Improvements.**

Customer may choose to or Root may invite Customer to submit comments or ideas about Root's products and services, including without limitation the Service and Documentation ("Feedback"). By submitting any Feedback, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Root under any fiduciary or other obligation, and that Root is free to use the Feedback without any additional compensation to Customer or anyone else, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of Customer's submission, Root does not waive any rights to use similar or related ideas previously known to Root, or developed by its employees, or obtained from sources other than Customer.

## **9. Representations and Warranties**

### **9.1. Performance Warranty; Sole and Exclusive Remedy.**

Subject to the limitations and conditions set forth in Section 9.2, Root hereby represents and warrants to Customer that, during the Term, (a) when operated and used as recommended in the Documentation applicable to the particular Service and in accordance with this Agreement, the Service will perform in material accordance with the applicable Documentation (the "Performance Warranty"); and (b) Root will use reasonable efforts consistent with industry standards designed to ensure that no viruses, spyware, malware, or similar items will be coded or introduced into the Service. Customer's sole and exclusive remedy for Root's breach of its Performance Warranty will be for Customer to submit a support request and for Root to use commercially reasonable efforts to respond to and resolve such request; and if Root is unable to remedy a breach of the Performance Warranty within a reasonable time, Customer may terminate this agreement and receive a refund of any prepaid and unused fees for the remaining Term. The limited warranty set forth in this Section 9.1 will apply only if Customer, as of the date of notification, is in compliance with all terms and conditions of this Agreement (including the payment of all Fees then due and owing).

### **9.2. Exceptions.**

Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Section 9.1 does not apply to problems arising out of or relating to: (a) Service that is modified or damaged by Customer or its representatives; (b) any operation or use of, or other activity relating to, the Service other than as specified in the Documentation applicable to the particular Service, including any incorporation in the Service of, or combination, operation or use of the Service in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation applicable to the particular Service; (c) the operation of, or access to, Customer's or a third-party's system or network; (d) any beta software, software that Root makes available for testing or demonstration purposes, temporary software modules, or software for which Root does not receive a fee; (e) Customer's breach of any provision of this Agreement; or (f) a Force Majeure Event.

### **9.3. Customer Representations and Warranties.**

Customer hereby represents and warrants that: (a) its use of the Service and Documentation will comply with all Applicable Laws; (b) it has all necessary rights, licenses and consents, and has provided all necessary notices required by Applicable Laws to submit, transmit, provide, receive, access and/or use Containers to which the Platform has access; and (c) Containers and Root's use or distribution thereof as contemplated by this Agreement will not result in (i) any violation of Applicable Laws or infringement or misappropriation of any rights of any third party, including without limitation any intellectual property right or privacy right, (ii) any liability from Root to any third party, or (iii) the payment by Root of any fees to any third party.

### **9.4. Warranty Disclaimer.**

#### **9.4.1. General Disclaimer.**

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT: (A) ROOT, ON BEHALF OF ITSELF AND ITS LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; AND (B) THE PLATFORM AND SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ROOT AND ITS LICENSORS MAKE NO OTHER WARRANTY AS TO THE PLATFORM AND SERVICE.

#### **9.4.2. Results of Use of the Service.**

THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE ARE CERTAIN RISKS INHERENT TO THEIR ENGAGEMENT HEREUNDER, AND THAT CUSTOMER'S USE OF, AND ROOT'S PROVISION OF, THE PLATFORM, UPDATES, PATCHES, ROOT PATCHES, THIRD-PARTY PRODUCTS, AND OUTPUT MAY NOT RESULT IN ANY SPECIFIED RESULT OR CORRECT ANY ERROR, VULNERABILITY, BUG OR SECURITY ISSUE. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION AND OUTPUT PROVIDED VIA THE PLATFORM IS INTENDED TO BE INFORMATIVE AND SHOULD NOT BE CONSTRUED AS ADVICE. ACCORDINGLY, ROOT HEREBY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY RELIEVES ROOT FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY ACTS OR OMISSIONS MADE BY CUSTOMER BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION OR OUTPUT PROVIDED VIA THE PLATFORM AND FROM ANY IMPLEMENTATION OR USE OF ANY THIRD-PARTY PRODUCTS, UPDATES, ROOT UPDATES, PATCHES OR OUTPUT.

## **10. Indemnification**

### **10.1. Root Indemnity.**

Root shall defend or settle, at its own option and expense, any suit, claim, action, or proceeding brought against Customer by a third-party to the extent based upon a claim that the Platform infringes any U.S. copyright or trademark or misappropriates any U.S. trade secret of such third-party, and will pay such damages or costs as are finally awarded against Customer by a court (or mediator or arbitrator, if applicable) of competent jurisdiction or are agreed to in a settlement that are attributable to such claim (provided that Root may not enter into any settlement or dispose of any claim in a manner that requires Customer to admit any liability or that places any material obligation on Customer without its prior written consent, not to be unreasonably withheld, conditioned, or delayed).

## **10.2. Root Options.**

Should the Platform become, or in the opinion of Root be likely to become, the subject of such an infringement claim, Root may, at its option: (a) procure for Customer the right to use the Platform at no cost to Customer; (b) replace or modify, in whole or in part, the Platform to make it non-infringing; or (c) if neither (a) nor (b) are, in Root's sole and absolute discretion, commercially practicable, discontinue Customer's access to the Platform, or the allegedly offending module thereof, and, refund unused Fees paid therefor.

## **10.3. Exclusions from Root Indemnity.**

Root assumes no liability under this Section 10 for: (a) any Customer method or process in which the Service or Platform may be used; (b) any compliance with Customer's specifications; (c) modification of the Service or Platform other than: (i) by Root in connection with this Agreement or (ii) with Root's express written authorization and in strict accordance with Root's written specifications; (d) the combination, operation or use of the Service or Platform with non-Root technology, service or data; (e) use of the Service or Platform after Root's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third-party's rights and provision of a non-infringing alternative; (f) negligence, abuse, misapplication, or misuse of the Service, Platform or Documentation by or on behalf of Customer, Customer's representatives, or a third-party; (g) use of the Service, Platform or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement; or (h) claims for which Customer is obligated to indemnify Root pursuant to Section 10.4, and Customer shall indemnify and hold harmless Root and its officers, directors, employees, agents, successors and assigns against any damages, losses, and expenses (including reasonable attorneys' fees) arising from any third-party action to the extent based upon a claim of any kind based on any of the foregoing factors in (a) through (h) (inclusive) above.

## **10.4. Customer Indemnification.**

Customer shall defend, indemnify, and hold harmless Root and its officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys'

fees) arising from or relating to: (a) Containers; or (b) Customer's or its Authorized Users': (i) use of and access to the Service in a manner inconsistent with this Agreement and Documentation; (ii) breach of Section 2 or 9.3; or (iii) Customer's negligence or willful misconduct.

## **10.5. Indemnity Procedures.**

The party seeking indemnification (the "Indemnified Party") must provide the party from whom indemnification is sought (the "Indemnifying Party"): (a) prompt written notice of the claim for which indemnification is sought (provided that a failure to provide such notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent material prejudice results from such failure); (b) sole control over the defense and settlement of the claim (provided that the Indemnifying Party may not enter into any settlement or dispose of any claim in a manner that requires the Indemnified Party to admit any liability or that places any material obligation on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed); and (c) all reasonable cooperation, at the Indemnifying Party's request and expense, in the defense and settlement of the claim.

## **10.6. Sole Remedy for Infringement.**

THIS SECTION 10 SETS FORTH ROOT'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE SOFTWARE AND THIS AGREEMENT.

# **11. Limitation of Liability**

## **11.1. Liability Caps.**

EXCEPT WITH RESPECT TO EXCLUDED CLAIMS (DEFINED BELOW), IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ROOT HEREUNDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

## **11.2. Damages Waiver.**

EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR, EXCEPT AS PROVIDED IN SECTION 7, FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED

BY APPLICABLE LAWS) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **11.3. Excluded Claims.**

As used in this Agreement, "Excluded Claims" means: (a) Customer's breach of Section 2 or 9.3; (b) either party's breach of its confidentiality obligations under Section 6; (c) either party's indemnification obligations under Section 10; (provided that in no event shall Root's liability in connection with such obligations exceed three times (3X) the amount paid or payable by Customer to Root during the one (1) year period immediately prior to the event giving rise to the liability); and (d) the gross negligence or willful misconduct of either party or its agents.

### **11.4. Customer Acknowledgment.**

Customer acknowledges that the amounts payable hereunder are based in part on these limitations, and further agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **12. Miscellaneous**

### **12.1. Assignment.**

Neither party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without the other party's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to this Section 12.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

### **12.2. Delays.**

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section 12.2 (each a "Force Majeure Event"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

### **12.3. Governing Law; Dispute Resolution.**

This Agreement shall in all respects be governed by the laws of the State of Delaware without reference to its principles of conflicts of laws, and without regard to the United Nations Convention on the Sale of Goods. Subject to the following arbitration requirements, the parties hereby agree that all litigation arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within Wilmington, Delaware. The parties hereby consent to the personal and exclusive jurisdiction and venue of these courts. For any dispute in connection with this Agreement, the parties agree to first attempt to mutually resolve the dispute informally via negotiation. If the dispute has not been resolved after thirty (30) days, the parties agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach, by binding arbitration by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, except as provided herein. The arbitration will be conducted in Wilmington, Delaware, unless otherwise agreed. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section 12.3 shall be deemed as preventing either party from seeking injunctive, equitable or other relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

### **12.4. Relationship of the Parties.**

Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

### **12.5. Publicity.**

Customer hereby grants to Root during the Term and for six (6) months following the expiration or termination of the Term, a non-exclusive, royalty-free, non-sublicensable license to use Customer's name, logo and trademarks in Root's advertising, literature and websites for the purpose of identifying Customer as a current or former Root client or affiliate. This license shall include the right to use quotes from Customer's Authorized Users regarding their satisfaction with Root and/or the Service. Customer shall have no right to use Root's Marks.

### **12.6. Notices.**

All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered in person (including by overnight courier); (b) three (3)

business days after being mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing; or (c) when delivered (receipt return requested) by email. All email notices, and an email copy of any paper notice, to Root must be sent to [legal@root.io](mailto:legal@root.io).

## **12.7. U.S. Government Restricted Rights.**

If the Service is being used by the U.S. Government, the software underlying the Service is commercial computer software developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

## **12.8. Export Law Assurances.**

Customer understands that the Service is or may be subject to export control laws and regulations. CUSTOMER MAY NOT USE OR OTHERWISE EXPORT OR RE-EXPORT THE PLATFORM OR ANY TECHNICAL OR OTHER DATA PROVIDED IN CONNECTION THEREWITH OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH APPLICABLE LAWS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE PLATFORM OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CUSTOMER HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

## **12.9. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

## **12.10. Entire Agreement; Modification; Waiver; Severability.**

This Agreement represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. Customer acknowledges that it has not entered in this Agreement based on any representations

other than those contained herein. Except as otherwise provided herein, no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. No online (click wrap, browse wrap, or other) posted terms, nor any ordering documents, apply. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. If any provision of this Agreement is held invalid or unenforceable under Applicable Laws by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect.

3/24/25 Revision

# AVR Service Level Agreement

# Root.io Service Level Agreement

## Purpose

This Service Level Agreement ("SLA") sets forth Root.io Inc.'s ("Root's") commitments for addressing vulnerabilities ("CVEs") identified in container images provided through Root's Automatic Vulnerability Remediation ("AVR") service. Root will use commercially reasonable efforts to address CVE's as follows:

## Definitions

- **Viable Patch:** A publicly available software fix for a CVE, officially released by a credible upstream maintainer or recognized third-party, stable for its intended release, deemed portable across supported architectures, and validated by passing the upstream project's standard testing frameworks & by Root research & development.
- **Severity Levels:** Root adheres to the National Vulnerability Database (NVD) guidance for determining vulnerability severity levels for all SLA tiers.
  - **Critical:** CVSS 9.0-10.0
  - **High:** CVSS 7.0-8.9
  - **Medium:** CVSS 4.0-6.9
  - **Low:** CVSS <4.0

## Scope

This SLA covers vulnerabilities within Root-managed container images provided under the AVR service. Vulnerabilities resulting from customer modifications, unsupported environments, or factors outside Root's control are not covered.

## SLA Coverage Tiers

- **Basic Support (Community Images):** No timelines committed for remediation.
- **Standard SLA Targeted Remediation Timeframes:**
  - **Critical:** 7 calendar days after Viable Patch identification.
  - **High:** 14 calendar days after Viable Patch identification.
- **Enhanced SLA Targeted Remediation Timeframes:**

- **Critical:** 7 calendar days after Viable Patch identification.
- **High:** 7 calendar days after Viable Patch identification.
- **Medium:** 30 calendar days after Viable Patch identification.

## SLA Activation

The SLA timeline begins when:

1. A Viable Patch becomes publicly available from a credible upstream source; and
2. Customer scans the affected image using the Root AVR platform, identifying the vulnerability and initiating the remediation request.

Root's remediation obligations conclude when a rescan of the updated image using Root's AVR platform confirms the vulnerability is resolved.

## Customer Responsibilities

As a condition to Root's obligations under this SLA, Customers must:

- Continuously scan container images through the Root platform.
- Identify and request remediation for vulnerabilities using the Root platform.
- Rescan updated images to confirm successful remediation.
- Promptly report any issues or concerns to Root through official support channels.
- Adhere strictly to supported configurations and environments.

## Exclusions and Limitations

This SLA does not apply if:

- No Viable Patch exists.
- Customer fails to continuously scan or request remediation via the Root platform.
- Vulnerabilities stem from customer-added software, modifications, or unsupported configurations.
- Delays arise due to external upstream dependencies or force majeure events.

## Remedies

Root will employ commercially reasonable efforts to meet all targeted SLA timelines for vulnerability remediation. If Root does not meet target SLA timelines despite these efforts, Customer may request service credits or initiate an escalation process. Initial escalation will be directed to Root's Head of Field Engineering, with subsequent escalations to the CTO if

necessary. Root will work diligently with Customer to address concerns and implement appropriate corrective actions throughout the escalation process.

## **General**

Root may periodically update this SLA and will inform customers of material changes. The Master Agreement remains controlling for terms not explicitly covered by this SLA.

3/24/25 Revision

# Open Source Compliance

# Root.io's Commitment to Open Source License Compliance and Software Transparency

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At Root.io (“Root”), we understand the foundational role open-source software (OSS) plays in modern technology. We take our compliance responsibilities seriously, ensuring that all modifications, enhancements, and distributions of OSS remain fully compliant with licensing requirements. Our approach is designed to balance security, transparency, and usability for our customers.

Root operates under three primary compliance scenarios:

1. **Automated Security Patching with Backported Fixes (Paid Access)**
2. **Facilitating Upgrades Using Unmodified Upstream Updates (Paid Access)**
3. **Publishing Modified Container Images for Public Use (Free Access)**

Each scenario requires specific steps to ensure compliance with OSS licensing, including source code availability, proper attribution, trademark considerations, and clear build instructions.

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## 1. Automated Security Patching with Backported Fixes

### How It Works

- Root provides an automated patching service through our SaaS platform that applies backported security fixes directly to customer-owned container images.
- Customers retain full control over their container images, while Root enhances security through targeted patching.
- Root does not host or distribute customer container images—the Root service integrates with their existing environments.

### Compliance Strategy

### Source Code Availability

- **GPL-2.0:** Root provides the patched source code upon request.
- **GPL-3.0:** Root automatically makes patched source code available to any recipient.
- **MPL-2.0 / EPL-2.0:** Source code for modified components is made available.
- **MIT, Apache, BSD:** No distribution requirements, but Root maintains transparency.

## Mode of Distribution

- All applicable source code is hosted in a public GitHub repository and retained for at least three years.
- Customers can request source code via the SaaS UI or customer support, with fulfillment within 10 business days.

## Ensuring Transparency

- The SaaS UI includes a compliance section that details licensing obligations and provides GitHub links.
- Licensing notices are included in customer agreements and onboarding materials.
- The Root compliance webpage provides an overview of our open-source policies.

## Copyright & Trademark Considerations

- Original copyright notices are preserved in patched components.
- Root does not brand modified components as official upstream software to avoid trademark conflicts.
- An attribution statement is included in all compliance documentation.

## Build Instructions

To ensure transparency, Root provides:

- **Dockerfiles** explaining how patches are applied.
- **Patch files** documenting code modifications.
- **Step-by-step instructions** for customers to recreate patched images if needed.
- These materials are hosted in **Root's public GitHub repository**.

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## 2. Facilitating Upgrades Using Unmodified Upstream Updates

### How It Works

- Root enables customers to automatically upgrade container images by pulling the latest versions from official upstream repositories.
- Root does not modify or redistribute upstream images; our service facilitates seamless, secure upgrades.

## Compliance Strategy

### Source Code Availability

- Since Root does not modify these packages, no additional source code obligations apply.
- Customers remain subject to the original upstream licensing terms.

### Mode of Distribution

- Root does not distribute images, so there is no additional compliance burden.
- Customers are **referred to the official upstream source repositories** for licensing and source code access.

### Ensuring Transparency

- The SaaS UI includes a disclaimer stating that Root does not modify upstream packages.
  - Customers receive clear documentation linking to official upstream repositories.
  - The Root compliance webpage outlines our role in upstream software management.
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## 3. Publishing Modified Container Images for Public Use

### How It Works

- Root **publicly distributes modified container images** that contain security patches and optimizations.
- These images are hosted in **public repositories** such as **Docker Hub** and made available for community use.

## Compliance Strategy

### Source Code Availability

- **GPL-2.0:** Source code is available upon request.

- **GPL-3.0:** Root provides the full source code alongside the container image.
- **MPL-2.0 / EPL-2.0:** Modified source components are publicly accessible.
- **MIT, Apache, BSD:** No source distribution requirements, but Root provides full transparency.

## Mode of Distribution

- **Bundled Source Code (If Required):** For GPL-3.0, the modified source code is included within the container image.
- **On-Demand Access:** A public compliance page provides access to source code for at least three years.
- **Public Repository Compliance:** Each container repository (e.g., Docker Hub) includes a README with compliance details.

## Ensuring Transparency

- **Inside the container image:**
  - `/licenses/` directory contains relevant OSS license texts.
  - `/src/` directory includes source code for modified components.
- **On the public repository (e.g., Docker Hub README):**
  - The README provides licensing information and links to source code.
- **On Root's compliance page:**
  - A dedicated page lists all publicly available images and corresponding source code.

## Copyright & Trademark Considerations

- **All original copyright notices are retained** inside modified images.
- **Trademark disclaimers are included** to clarify that Root's modifications are independent of the original software provider.
- **Example Disclaimer:**
  - *"This image is based on [original project] but is not endorsed by or affiliated with them."*

## Build Instructions

To ensure full transparency, Root provides:

- **Dockerfiles** outlining the build process.
  - **Patch files** documenting applied modifications.
  - **Detailed instructions** for reproducing the modified image.
  - All materials are publicly accessible in **Root's compliance GitHub repository**.
-

## Broader Compliance Commitments

- **Long-Term Transparency:** Root retains compliance records and source code for at least **three years**.
  - **Accessibility:** Compliance documentation is available in the public compliance page and SaaS UI.
  - **Best Practices:** Root strongly recommends including Dockerfiles for all modified images, even when not legally required.
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## Conclusion

Root is committed to open-source integrity and compliance, ensuring that our patching and image distribution practices fully respect licensing requirements. By maintaining clear documentation, proper attribution, and source code availability, we help our customers and the broader community use open-source software with confidence.

For more details, visit our [Root Compliance Page](#) or explore our [GitHub Repository](#) for access to source code and build instructions.

3/24/25 Revision

# Privacy Policy

# Root.io Privacy Policy

## Root.io

At Root.io Inc. ("Root"), we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. By using or accessing our Services in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and share your information as described in this Privacy Policy.

Remember that your use of Root's Services is at all times subject to our terms of service (<https://www.root.io/terms-of-service>), which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

You may print a copy of this Privacy Policy by clicking [here](#). If you have a disability, you may access this Privacy Policy in an alternative format by contacting [legal@root.io](mailto:legal@root.io).

## What this Privacy Policy Covers

### Generally

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Services. "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don't own or control or people we don't manage.

### EU/UK Residents

If you are a resident of the European Union ("EU"), United Kingdom, Lichtenstein, Norway or Iceland, you may have additional rights under the EU/UK General Data Protection Regulation (the "GDPR") with respect to your Personal Data, as outlined in this Privacy Policy.

For purposes of the GDPR we use the terms "Personal Data" and "processing" as they are defined in the GDPR, but "Personal Data" generally means information that can be used to individually identify a person, and "processing" generally covers actions that can be performed in connection with data such as collection, use, storage and disclosure. Root will be the controller of your Personal Data processed in connection with the Services. Note that we may also process Personal Data as a processor in certain cases, as we do for Authorized Users for accountholders. If we are the processor of your Personal Data (i.e., not the controller), please contact the controller party in the first instance to address your rights with respect to such data.

# Personal Data

## Categories of Personal Data We Collect

This chart details the categories of Personal Data that we collect and have collected over the past 12 months:

Category of Personal Data	Examples of Personal Data We Collect	Categories of Third Parties With Whom We Share this Personal Data
Profile or Contact Data	First and last name; Email; Phone number; Mailing address; Unique identifiers such as account ID, visitor ID, passwords, user role	Service Providers; Analytics Partners; Business Partners; Parties You Authorize, Access or Authenticate
Payment Data	Billing address, phone number, and email	Service Providers (specifically our payment processing partner)
Commercial Data	Purchase history; Consumer profiles	Service Providers; Analytics Partners; Business Partners
Device/IP Data	IP address, server name; Device ID; Type of device/operating system/browser used to access the services; Viewfinder size	Service Providers; Analytics Partners
Application Data	Account ID; Visitor ID; Application use history; Event history; Application usage information	Service Providers; Analytics Partners
Web Analytics	Browsing or search history; Web page interactions and usage patterns, including clicks, mouse movements, scrolling and typing; Referring webpage/source through which you accessed the Services; URL parameters; Non-identifiable request IDs; Statistics associated with the interaction between device or browser and the Services, such as session duration	Service Providers; Analytics Partners

Third Party Service Data	Email; User name; Info from user's social media profile, including: LinkedIn, Facebook, Twitter, Twitch, Github	Service Providers; Analytics Partners
Consumer Demographic Data	Zip code	Service Providers; Analytics Partners
Professional or Employment-Related Data	Job title	Service Providers; Analytics Partners; Business Partners
Geolocation Data	IP-address-based location information	Service Providers; Analytics Partners

## Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

### You

- When you provide such information directly to us.
- When you create an account or use our interactive tools and Services.
- When you voluntarily provide information in free-form text boxes through the Services or through responses to surveys or questionnaires.
- When you send us an email or otherwise contact us.
- When you use the Services and such information is collected automatically.
- Through Cookies (defined in the "Tracking Tools and Opt-Out" section below).
- If you use a location-enabled browser, we may receive information about your location.
- If you download and install certain applications and software we make available, we may receive and collect information transmitted from your computing device for the purpose of providing you the relevant Services, such as information regarding when you are logged on and available to receive updates or alert notices.

### Public Records

- From public social media posts or other sources.

### Third Parties

### Vendors

- We may use analytics providers to analyze how you interact and engage with the Services, or third parties may help us provide you with customer support.
- We may use vendors to obtain information to generate leads and create user profiles.

## **Social Networks**

- If you provide your social network account credentials to us or otherwise sign in to the Services through a third-party site or service (e.g., Google or Okta), some content and/or information in those accounts may be transmitted into your account with us.

## **Our Commercial or Business Purposes for Collecting, Using and Processing Personal Data**

We will only process your Personal Data if we have a lawful basis for doing so, including the following:

### **Providing, Customizing and Improving the Services**

- Creating and managing your account or other user profiles.
- Processing orders or other transactions; billing.
- Providing you with the products, services or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Services.
- Improving the Services, including testing, research, internal analytics and product development.
- Personalizing the Services, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws.

### **Corresponding with You**

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Root or the Services.
- Sending emails and other communications according to your preferences or that display content that we think will interest you.

### **Meeting Legal Requirements and Enforcing Legal Terms**

- Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, Root or another party.
- Enforcing any agreements with you.
- Responding to claims that any posting or other content violates third-party rights.
- Resolving disputes.

- We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

### **Contractual Necessity**

- Enabling us to provide you (and/or the accountholder) with the Services. When we process data due to contractual necessity, failure to provide such Personal Data will result in your inability to use some or all portions of the Services that require such data. The types of data that we may process due to contractual necessity include, as applicable, Profile or Contact Data, Payment Data, Device/IP Data, and Geolocation Data.

### **Legitimate Interest**

- Furthering the legitimate interest of us or third parties, which includes, as applicable, Profile or Contact Data, Payment Data, Device/IP Data, Commercial Data, Web Analytics, Social Network Data, Consumer Demographic Data, Professional or Employment-Related Data, and Geolocation Data.
- De-identifying or anonymizing Personal Data to further our legitimate interests.
- Examples of these legitimate interests include (as described in more detail above):
  - Providing, customizing and improving the Services.
  - Marketing the Services.
  - Corresponding with you.
  - Meeting legal requirements and enforcing legal terms.
  - Completing corporate transactions.

### **Consent**

- Process Personal Data based on the consent you expressly grant to us at the time we collect such data, which will be expressly indicated to you at the point and time of collection.

### **Other Processing Grounds**

- Complying with a legal obligation, if it is necessary to protect the vital interests of you or other data subjects, or if it is necessary for a task carried out in the public interest.

### **How We Share Your Personal Data**

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a "sale" of your Personal Data.

### **Service Providers.**

These parties help us provide the Services or perform business functions on our behalf. They include:

- Hosting, data storage and warehouse, technology and communication providers.
- Security and fraud prevention consultants.
- Support and customer service vendors.
- Product fulfillment and delivery providers.
- Payment processors.

### **Analytics Partners.**

These parties provide analytics on web traffic or usage of the Services. They include:

- Companies that track how users found or were referred to the Services.
- Companies that track how users use and interact with the Services.

### **Business Partners**

These parties have business relationships with us and work with our customers and users. They include:

- Job sites that work with us to screen and hire employees and consultants.
- Commercial partners who provide complimentary products and services.

### **Parties You Authorize, Access or Authenticate**

- Third parties you access through the services.
- Social media services.
- Other users.

### **Business Transfers**

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

### **Data that is Not Personal Data**

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Services and promote our business, provided that we will not share such data in a manner that could identify you.

## Tracking Tools and Opt-Out

The Services use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, "Cookies") to enable our servers to recognize your web browser, tell us how and when you visit and use our Services, analyze trends, learn about our user base and operate and improve our Services. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Services. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Services do not support "Do Not Track" requests sent from a browser at this time.

### Cookies

We use the following types of Cookies:

**Essential Cookies.** Essential Cookies are required for providing you with features or services that you have requested. For example, certain Cookies enable you to log into secure areas of our Services. Disabling these Cookies may make certain features and services unavailable.

**Functional Cookies.** Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and recognize you when you return to our Services. These Cookies help us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

**Performance/Analytical Cookies.** Performance/Analytical Cookies allow us to understand how visitors use our Services. They do this by collecting information about the number of visitors to the Services, what pages visitors view on our Services and how long visitors are viewing pages on the Services. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Services' content for those who engage with our advertising. For example, Google Inc. ("Google") uses cookies in connection with its Google Analytics services. Google's ability to use and share information collected by Google Analytics about your visits to the Services is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of Cookies by visiting the Google advertising opt-out page at [www.google.com/privacy\\_ads.html](http://www.google.com/privacy_ads.html) or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.

You can decide whether or not to accept Cookies through your internet browser's settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Services and functionalities may not work.

To explore what Cookie settings are available to you, look in the "preferences" or "options" section of your browser's menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org> or <https://ico.org.uk/for-the-public/online/cookies/> if you are located in the European Union.

## **Data Security and Retention**

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. You should also help protect your data by appropriately selecting and protecting your password and/or other sign-on mechanism; limiting access to your computer or device and browser; and signing off after you have finished accessing your account. Although we work to protect the security of your account and other data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

We retain Personal Data about you for as long as you have an open account with us or as otherwise necessary to provide you with our Services. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

## **Personal Data of Children**

We do not knowingly collect or solicit Personal Data about children under 16 years of age; if you are a child under the age of 16, please do not attempt to register for or otherwise use the Services or send us any Personal Data. If we learn we have collected Personal Data from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age may have provided Personal Data to us, please contact us at [legal@root.io](mailto:legal@root.io).

## **Data Subject Rights**

If you are subject to the GDPR, you have certain rights with respect to your Personal Data, including those set forth below. For more information about these rights, or to submit a request, please email us at [legal@root.io](mailto:legal@root.io). Please note that in some circumstances, we may not be able to fully comply with your request, such as if it is frivolous or extremely impractical, if it jeopardizes the rights of others, or if it is not required by law, but in those circumstances, we will still respond to notify you of such a decision. In some cases, we may also need you to provide us with additional information, which may include Personal Data, if necessary to verify your identity and the nature of your request.

**Access:** You can request more information about the Personal Data we hold about you and request a copy of such Personal Data. You can also access certain of your Personal Data by logging on to your account.

**Rectification:** If you believe that any Personal Data we are holding about you is incorrect or incomplete, you can request that we correct or supplement such data. You can also correct some of this information directly by logging on to your account.

**Erasure:** You can request that we erase some or all of your Personal Data from our systems.

**Withdrawal of Consent:** If we are processing your Personal Data based on your consent (as indicated at the time of collection of such data), you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may have to then provide express consent on a case-by-case basis for the use or disclosure of certain of your Personal Data, if such use or disclosure is necessary to enable you to utilize some or all of our Services.

**Portability:** You can ask for a copy of your Personal Data in a machine-readable format. You can also request that we transmit the data to another controller where technically feasible.

**Objection:** You can contact us to let us know that you object to the further use or disclosure of your Personal Data for certain purposes, such as for direct marketing purposes.

**Restriction of Processing:** You can ask us to restrict further processing of your Personal Data.

**Right to File Complaint:** You have the right to lodge a complaint about Root's practices with respect to your Personal Data with the supervisory authority of your country or EU Member State. A list of Supervisory Authorities is available here:  
[https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en).

## Transfers of Personal Data

The Services are hosted and operated in the United States ("U.S.") through Root and its service providers, and if you do not reside in the U.S., laws in the U.S. may differ from the laws where you reside. By using the Services, you acknowledge that any Personal Data about you, regardless of whether provided by you or obtained from a third party, is being provided to Root in the U.S. and will be hosted on U.S. servers, and you authorize Root to transfer, store and process your information to and in the U.S., and possibly other countries. You hereby consent to the transfer of your data to the U.S. pursuant to a data processing agreement incorporating standard data protection clauses promulgated by the European Commission, a copy of which can be obtained at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32010D0087>

In certain situations, we may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

## **Changes to this Privacy Policy**

We're constantly trying to improve our Services, so we may need to change this Privacy Policy from time to time, but we will alert you to any such changes by placing a notice on the Root website, by sending you an email and/or by some other means. Please note that if you've opted not to receive legal notice emails from us (or you haven't provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to all of the changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is collected.

## **Contact Information:**

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

<https://root.io>, <https://app.root.io>

[legal@root.io](mailto:legal@root.io) Root.io Inc., Attention Legal, 100 Summer Street, Ste 1600, Boston, MA 02110

3/24/25 Revision