

THIS AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF RED SIFT'S SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

By accepting this Agreement, by (1) clicking a box indicating acceptance, (2) executing an Order Form that references these terms and conditions, or (3) using Redsift's Cloud Services, Customer agrees to this Agreement. If the individual accepting this Agreement is accepting it on behalf of a company or another legal entity, such individual represents that they have the authority to bind such entity to this Agreement, in which case the term "Customer" shall refer to such entity. If the individual accepting this Agreement does not have such authority, or does not agree with this Agreement, that individual must not accept this Agreement and may not use the Cloud Services.

Customer acknowledges and agrees that certain Red Sift Products are subject to additional [Product-Specific Terms](#), which govern use of those Red Sift Products.

This Agreement was last updated in February 2025. It is effective between the Customer and Red Sift as of the date of Customers accepting this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of at least fifty percent (50%) of the issued share capital of a company or the legal power to control the operations of the entity in question.

"Agreement" means this Agreement.

"Authorized User" means each of Customers and Customer's Affiliates' employees, agents, representatives, and/or contractors who are permitted to use the Cloud Services under the terms and conditions of this Agreement.

"Business Day" means a weekday, other than a nationally recognized public holiday in: (i) where the Red Sift contracting entity is Redsift UK: England; or (ii) where the Red Sift contracting entity is Redsift US: the United States.

"Channel Partner" means an entity authorised by Red Sift to act as a reseller of its Cloud Services.

"Cloud Services" means, collectively, the Red Sift cloud services (e.g. Red Sift software as a service offerings and related Red Sift Products) listed in an Order Form.

"Confidential Information" means any and all information relating to or disclosed in the course of this Agreement, which is or should be reasonably understood to be confidential or proprietary to the Discloser, including the Red Sift Products (in the case of Red Sift). A Recipient's obligation to protect Confidential Information does not apply to any Confidential Information that the receiving party can demonstrate: (a) was publicly available at the time of disclosure to it; (b) was published or otherwise became publicly available after disclosure to the receiving party, through no fault of its own; (c) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information to it, without a breach of duty owed to the disclosing party; or (d) was independently developed by the receiving party without reference to Confidential Information of the disclosing party, as proven by dated written records.

"Content" means any data and information made available by Red Sift to Customer through the Cloud Services.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"Customer Data" means data and information submitted by or on behalf of Customer to the Cloud Services, excluding Content.

"Data Center Region" refers to the geographic region in which the Cloud Services environment is physically located.

"Discloser" means a party disclosing Confidential Information to a Recipient hereunder.

"Documentation" means any User Guides or technical specification documentation that Red Sift provides to its customers from time to time in connection with the Cloud Services. For clarity, general information on Red Sift's website, marketing collateral, sales proposals, Customer request for information and Customer request for proposals do not constitute Documentation.

"DORA" means Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

"DORA Addendum" means Red Sift's DORA addendum available [here](#).

"DPA" means Red Sift's data processing agreement available [here](#).

"Fees" means any and all amounts payable by Customer to Red Sift or to a Channel Partner pursuant to an Order Form.

"Force Majeure Event" means any unforeseen event that impairs a party's ability to perform its obligations hereunder, where such event reasonably outside such party's control. Examples of Force Majeure Events include acts of God; acts of a public enemy; acts of terrorism, acts of any government; fires; floods; pandemics, epidemics; quarantine restrictions; freight embargoes; unusually severe weather conditions, and the other party's delay or failure in performing its obligations, where such performance is essential to the affected party's performance hereunder (provided that, in every case, the delay or failure to perform is without the fault or negligence of the delayed or failing party, and that such delayed or failing party makes reasonable efforts to cure the delay or failure as soon as possible after the occurrence of the unforeseen event).

"Intellectual Property Rights" means all worldwide intellectual property rights arising under statutory or common law or by contract, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights and rights under patent applications; (b) rights associated with works of authorship including copyrights and moral rights; (c) rights relating to the protection of confidential information (including trade secrets and know how); (d) rights in trademarks, service marks, logos, business and domain names, trade dress, trade names, computer software, database rights and design patent rights; (e) rights in goodwill or to sue for passing off, unfair competition rights; and (f) any right analogous or related to the foregoing and any other proprietary rights relating to intangible property, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Form" means (a) each order document provided by Red Sift, representing a Subscription to the Cloud Services (and any subsequent modifications to a Subscription agreed to between the parties in writing from time to time) and which, when mutually-executed, is incorporated in, and forms part of, this Agreement or (b) if the Customer has purchased a Subscription to the Cloud Services via a Channel Partner, each order document setting out the details of such Subscription(s) (and any subsequent modifications to a Subscription agreed by Red Sift in writing from time to time) which is incorporated in, and forms part of, this Agreement.

"Personal Data" means "personal data" as defined in the DPA.

"Product-Specific Terms" means those terms and conditions that apply only to certain specific Red Sift Products, as shown from time to time [here](#).

"Recipient" means a party receiving Confidential Information from a Discloser hereunder.

"Red Sift" means: (i) where Customer is located in the United States of America, Canada, Mexico or a country in Central or South America or the Caribbean: RedSift, Inc., incorporated and registered in the State of Delaware with its principal place of business at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("**Red Sift US**"); or (ii) where Customer is located in any other location: Red Sift Limited, incorporated and registered in England

with company number 09240956 with offices located at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, WA14 2DT (“Red Sift UK”).

“Red Sift Products” means the software products owned or licensed by Red Sift and to which Red Sift grants Customer access as part of the Cloud Services, including Documentation, Content, and any corrections, updates, new versions, and new releases of the same, to the extent provided as part of the Cloud Services.

“Subscription” means a subscription for Red Sift’s Cloud Services pursuant to an Order Form.

“Subscription Term” means the duration of a Subscription set forth on an Order Form.

“Support” means Red Sift’s standard support services for the Cloud Services.

“User Guide” means the user guides and other related user documentation provided by Red Sift for the Cloud Services, as updated from time to time.

“Virus” means any item or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including back doors, bots, malware, ransomware, time bombs, worms, trojan horses, viruses and other similar things or devices.

2. PROVISION OF SERVICES

2.1 Provisioning of Cloud Services. During the Subscription Term and subject to the terms and conditions of this Agreement and each Order Form, Red Sift will: (a) make the Cloud Services available to Authorized Users in accordance with the Documentation for use in connection with Customer’s internal business operations on a subscription basis; and (b) maintain and support the Cloud Services in accordance with the Documentation pursuant to Red Sift’s standard Support terms and conditions. Red Sift may modify the Cloud Services from time to time and will endeavour to ensure that any such modification does not materially diminish the core functionality, performance, security, or stability of the Cloud Services overall during an applicable Subscription Term.

2.2 Access Rights Granted to Customer. Subject to the terms and conditions of this Agreement and each Order Form (including Customer’s obligation to pay all Fees hereunder when due), Red Sift grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the relevant Subscription Term for Customer and its Authorized Users to access and use the Cloud Services solely for Customer’s internal business purposes. Customer is responsible for all Authorized Users’ compliance with this Agreement, such that any act or omission by an Authorized User that is inconsistent with this Agreement will be attributable to Customer.

2.3 Access Conditions.

(i) Technical Requirements. To access and use the Red Sift Products, Customer must ensure that each Authorized User has access to an internet connection and otherwise meets the minimum technical requirements set out in the Documentation.

(ii) Authorized User Accounts. Customer will access and manage the Red Sift Products by means of user accounts which are assigned to each Authorized User (each, a **“User Account”**). Customer is responsible for all activity occurring under such User Accounts, and for monitoring compliance with such account limitations. Customer will ensure that it assigns appropriate passwords to each such User Account and will keep such passwords secure. Customer will, and will cause the Authorized Users, to: (a) notify Red Sift immediately of any unauthorised use of any password or User Account or any other known or suspected breach of security; and (b) not impersonate another person or provide false identity information to gain access to or use the Cloud Services or Red Sift Products.

Without limitation, Red Sift may immediately remove or suspend any User Account affected by the activities described in the foregoing sections (a) or (b). Red Sift is not responsible for any harm caused by Customer’s users,

including individuals who were not authorised to have access to the Cloud Services but who were able to gain access because usernames, passwords or accounts were inadequately protected by Customer or Authorized Users.

(iii) **Scope of Use.** The Cloud Services may be accessed by Authorized Users only in accordance with their User Account specified on an Order Form. Neither Customer nor any Authorized User acquires any right or license to use the Cloud Services, including the Red Sift Products, in excess of the scope and/or duration of the Cloud Services stated in the applicable Order Form. At the end of the applicable Subscription Term, Customer's and all Authorized Users' right to access and use the Cloud Services will terminate.

2.4 Access Restrictions. Customer will not do or attempt (nor authorize or permit any third party, including Authorized Users) to do any of the following:

- (i) access or use, or permit any third party to access or use, the Cloud Services or Red Sift Products, except as expressly permitted herein (including in the applicable Order Form);
- (ii) copy, frame or mirror any part or Content of the Cloud Services or Red Sift Products including the look and feel of the Cloud Services or Red Sift Products or any part thereof, or any ideas, features, functions or graphics of the Cloud Services or Red Sift Products;
- (iii) save as and to the extent permitted by applicable law, copy, reproduce, distribute, republish, download, display, post, transmit, translate, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or access for a competitive purpose, the Cloud Services or any part thereof, or otherwise attempt to discover any source code or modify the Cloud Services in any manner or form (the foregoing prohibition includes a review of data structures or similar materials produced by programs), or sell, resell, rent or lease the Cloud Services or otherwise commercially exploit any part of the Cloud Services or make any part of the Cloud Services available to a third party (including any person or entity who is not an Authorized User), including as a service bureau;
- (iv) use the Cloud Services or Red Sift Products (a) to store or transmit materials which are infringing, libelous, or otherwise unlawful or tortious; offensive; or in violation of Intellectual Property Rights or privacy rights, or (b) otherwise in violation of the User Guides;
- (v) use the Cloud Services or Red Sift Products to upload, email, post, publish, or otherwise transmit any material for any purpose that may: (a) menace or harass any person or cause damage or injury to any person or property; (b) involve the publication of any false, defamatory, harassing, or obscene material; or (c) promote bigotry, racism, hatred, or harm; (d) constitute unsolicited bulk e-mail, "junk mail", "spam", or chain letters;
- (vi) use efforts less than industry standard efforts to prevent the storage or transmittal of Viruses through the Cloud Services;
- (vii) interfere with or disrupt the integrity or performance of the Cloud Services or Red Sift Products;
- (viii) attempt to gain unauthorized access to the Cloud Services or Red Sift Products or their related systems or networks;
- (ix) use or knowingly permit the use or disclosure of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Cloud Services or Red Sift Products, including through network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing, or similar activities; or
- (x) remove or modify any program markings or any notice of Red Sift's or its licensors' proprietary rights; or
- (xi) use the Cloud Services or Red Sift Products for any purposes that were not intended (as described in the Documentation, user manuals, technical guides, and any other materials supplied with the Cloud Services that describe its intended use).

In addition to any other rights afforded to Red Sift under this Agreement, Red Sift reserves the right, but has no obligation, to take remedial action in the event of breach by Customer of any of the foregoing restrictions, including the removal or disablement of access to the Cloud Services. Red Sift shall have no liability if Red Sift takes such action. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data.

2.5 Data Centre Region. If the Order Form specifies the Data Centre Region in which the Cloud Services will be provided, such region is where Customer's Cloud Services environment will be provided and supported; otherwise, Red Sift may select a Data Centre Region in its sole discretion provided that such selection complies with the DPA between the parties. Red Sift and its Affiliates may perform aspects of Cloud Services, such as service administration

and support, as well as other Cloud Services (including disaster recovery), from locations and/or through the use of subcontractors, worldwide.

2.6 Warranty Offered in Lieu of Acceptance. The Cloud Services are deemed irrevocably accepted upon delivery and/or performance. However, the foregoing does not affect or limit Red Sift's warranty obligations (or Customer's rights relating thereto), as and to the extent set forth in clause 8 ("Warranties & Disclaimer").

2.7 Trial Subscriptions. If Customer receives free access or a trial, evaluation, or similar subscription to any of the Cloud Services (a "**Trial Subscription**"), Customer may use the Service(s) in accordance with the terms and conditions of this Agreement (except as otherwise set forth below) for the period designated in the Order Form or otherwise by Red Sift (and if not designated, then for thirty (30) days) (the "**Trial Period**"). Trial Subscriptions are permitted solely for Customer's use to determine whether to purchase a full subscription to the Cloud Services. Customer may not use a Trial Subscription for any other purposes. At the end of the Trial Period, the Trial Subscription will expire, and all Customer Data will be permanently deleted, unless Customer purchases a paid subscription to a Service (provided that the paid subscription is for the same Service that was provided as part of the Trial Subscription). If Customer purchases a full subscription, all of the terms and conditions in this Agreement will apply to such purchase and the use of the Service. Each party has the right to terminate a Trial Subscription at any time. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, RED SIFT WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS (WHICH, FOR CLARITY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS").

3. OWNERSHIP & INTELLECTUAL PROPERTY

3.1 Customer Ownership. As between the parties, Customer retains all ownership and Intellectual Property Rights in and to the Customer Data.

3.2 Customer Data. Customer hereby grants to Red Sift a non-exclusive, sublicensable, transferable, perpetual, irrevocable, worldwide, royalty free right and licence to use the Customer Data to provide the Cloud Services during the Subscription Term plus any additional post-termination period in accordance with clause 5.3(ii). Customer hereby grants to Red Sift a non-exclusive, sublicensable, transferable, perpetual, irrevocable, worldwide, royalty free rights and licence to use Customer Data (excluding any Personal Data) on a generic, anonymised, aggregate basis along with Red Sift's use of similar data from Red Sift's other customers, such that there is no way to identify Customer as the source of Customer Data for any purpose relating to Red Sift's business, including: (a) to analyse, calibrate, and improve the performance and usability of the Cloud Services and Red Sift Products, (b) to develop unique products and services, and (c) for general industry analysis and reporting.

3.3 Red Sift Ownership.

(i) General. Red Sift or its licensors own and will continue to retain all ownership and Intellectual Property Rights in and to the Cloud Services, Red Sift Products, Documentation, and derivative works thereof, and in and to anything developed or delivered by or on behalf of Red Sift under this Agreement. The foregoing also includes any and all system performance data and machine learning, including machine learning algorithms, and the results and output of such machine learning. Red Sift also owns and will continue to retain all ownership and Intellectual Property Rights in and to any suggestions, ideas, enhancement requests, and other feedback that Customer may provide to Red Sift with regard to the foregoing, it being acknowledged that the provision of such feedback is at Customer's sole discretion. Customer agrees and acknowledges that Customer is not obtaining any ownership rights, or Intellectual Property Rights in or to any of the foregoing, other than the rights of use specifically granted in this Agreement. No implied licenses are granted hereunder, and any and all rights not expressly granted by Red Sift hereunder are reserved.

(ii) Trademarks. Without limiting the generality of subsection (i) above, as between the parties, all Red Sift trademarks, trade names, logos and notices present on the Cloud Services, Red Sift Products and Documentation are Red Sift property and will be preserved and not deliberately defaced, modified or obliterated. Neither party will use any trademarks, trade names, logos and notices of the other party without the express prior written authorisation of

such other party, provided, however, that Customer agrees that Red Sift may include Customer's name and other indicia in its lists of customers of Red Sift in promotional and marketing materials.

4. FEES & PAYMENT

4.1 Fees. Customer will pay all Fees or charges to Red Sift or the Channel Partner as the case may be in accordance with the Order Form and this clause 4. Fees are a factor of subscription volume, length of service term, user quantity, and other commercial variables. Except as otherwise specified in this Agreement or an Order Form: (a) Fees are quoted and payable in GBP; (b) Fees are based on services purchased and not actual usage and may be adjusted based on an authorised change of scope of any of the Cloud Services by the Customer (Such change(s) must be authorised in writing by the Customer and Red Sift); (c) payment obligations are non-cancellable, and Fees paid are non-refundable (except as otherwise provided in clause 8.1); and (d) the number of subscriptions purchased cannot be decreased during the relevant Subscription Term. If an Order Form specifies any limits for the applicable Cloud Service, Customer agrees not to exceed such limit(s); otherwise, Red Sift will charge for, and Customer agrees to pay for such additional access.

4.2 Invoicing & Payment. Customer will provide Red Sift or the Channel Partner with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Red Sift or the Channel Partner. If Customer provides credit card information, Customer authorizes Red Sift or the Channel Partner to charge such credit card for all purchased Cloud Services listed in the Order Form for the initial Subscription Term and any renewal subscription term(s) as set forth in clause 5.1. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Red Sift or the Channel Partner will invoice the Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying Red Sift or the Channel Partner of any changes to such information.

4.3 Taxes. All Fees are exclusive of all value added tax or any equivalent taxes chargeable for the time being in the UK or elsewhere (VAT), levies, or duties, and Customer will be responsible for payment of all such taxes, levies, or duties, excluding taxes based solely on Red Sift's income. Customer will pay all Fees free and clear of, and without reduction for, any VAT, withholding, or similar taxes; any such taxes imposed on payments of Fees will be Customer's responsibility, and Customer will provide receipts issued by the appropriate taxing authority to establish that such taxes have been paid.

4.4 Effect of Nonpayment. This Agreement and the Services may be suspended or terminated if Customer's account falls into arrears, and five (5) Business Days have passed after written notification to Customer (email sufficing). Unpaid amounts are subject to interest at the lesser of 1.5% per month or the maximum permitted by law plus all collection costs. Customer will continue to be charged for Services during any suspension.

4.5 Invoice Disputes. If Customer in good faith disputes a portion of an unpaid invoice, Customer will notify Red Sift within thirty (30) days from the date of such unpaid invoice. Customer agrees to provide reasonable supporting documentation to Red Sift concerning any amount disputed, along with Customer's dispute notice, and Customer acknowledges and agrees that invoices issued in accordance with the Order Form will be presumed to be valid and payable. The amount not in dispute (i.e. not subject to a timely dispute notice) shall be paid in accordance with the terms of this Agreement. Once an invoice dispute is resolved, Customer will pay the agreed-upon amount within thirty (30) days of dispute resolution. If necessary, Red Sift will reissue an invoice for the undisputed and disputed portions of the invoice to facilitate Customer's payment of the undisputed invoice amount.

5. TERM & TERMINATION

5.1 Term. This Agreement is effective during the period commencing as of the Effective Date and expiring on the last day of the last Subscription Term under any Order Form entered into under this Agreement. With regard to each Order Form, unless the Order Form specifies otherwise, if this Agreement or such Order Form has not terminated early in accordance with its terms, the Subscription Term will renew for a renewal Subscription Term equal in duration

to the Subscription Term then ending (but not less than one (1) year). The renewal shall be subject to fees that are the greater of (i) Red Sift's then-current list price fees for the applicable Service or (ii) an increase of five percent (5%) over the fees applicable to the expiring Subscription Term, unless otherwise mutually agreed by the parties. However, if either party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the then-current Subscription Term, the applicable Service and associated Order Form will not renew. Red Sift reserves the right to discontinue any Service component effective as of the conclusion of Customer's then-current Subscription Term.

5.2 Termination. Either party may terminate this Agreement in whole or in part including all related Order Forms immediately if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach.

5.3 Effects of Termination.

(i) Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to a Party by the other Party under this Agreement before such expiration or termination will be immediately due and payable; (b) Customer will immediately cease any and all use of the Cloud Services and destroy all copies of Documentation; and (c) each Recipient will return Discloser's Confidential Information, in whatever form it may exist, and all copies thereof, of the other party that it obtained during the course of this Agreement, or, as directed by the other party, destroy such Confidential Information.

(ii) Upon request by Customer made either before or within thirty (30) days after the effective date of expiration or termination of this Agreement (or an Order Form), Red Sift will make available to Customer a complete download of the associated Customer Data in its then current file or database format, or as such other format as the parties may agree in writing. Customer agrees that Red Sift will not be liable to Customer, any Authorized User, or any other third party for any cessation of access to the Cloud Services or Red Sift Products following the expiration or termination of this Agreement or any Order Form, including for any damages arising out of any party's reliance on the continued availability of the Cloud Services or Red Sift Products.

(iii) Any obligation to return, destroy or permanently erase Confidential Information (including Customer Data) set out in this Agreement shall not apply in respect of Customer Data that Red Sift may be entitled to retain pursuant to clause 3.2.

5.4 Suspension. In addition to its other rights under this Agreement, Red Sift may immediately suspend or terminate access to the Cloud Services and/or Red Sift Products by Customer or any Authorized User(s) in order to: (a) prevent damage to or degradation of the Cloud Services or Red Sift Products; (b) comply with any applicable law, court order, or other governmental request or order, upon written notice; or (c) respond to any non-payment of payments due by Customer as set out herein (except to the extent subject to a good-faith dispute). If suspended, Red Sift will promptly restore use of the suspended Cloud Services and/or Red Sift Products to Customer as soon as the event giving rise to the suspension has been resolved to the reasonable satisfaction of Red Sift. Where the event giving rise to the suspension has not been resolved to the reasonable satisfaction of Red Sift within thirty (30) days of the effective date of such suspension, Red Sift may terminate this Agreement and any and all associated Order Form(s) upon prior written notice.

5.5 Survival. The following clauses of this Agreement will survive the expiration or early termination of this Agreement or any individual Order Form: 1 ("Definitions"), 2.4 ("Access Restrictions"), 3 ("Ownership & Intellectual Property"), 4 ("Fees & Payment"), 5.3 ("Effects of Termination"), 5.5 ("Survival"), 6 ("Confidentiality"), 8.2 ("Warranty Disclaimer"), 10 ("Limitation of Liability"), and 11 ("General"), , together with any terms and conditions set out in relevant Product-Specific Terms which are either expressly or by implication intended to come into or continue in force on or after expiration or early termination.

6. CONFIDENTIALITY

Recipient will use the same care to prevent disclosing Discloser's Confidential Information as Recipient employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Except as contemplated by this Agreement, including for the purpose of providing the Cloud Services, Recipient will not make any use of Discloser's Confidential Information or refuse to promptly return, provide a copy of, or destroy Discloser's Confidential Information upon Discloser's request (provided that Red Sift will

be excused from its performance hereunder to the extent that such Confidential Information was required for such performance). Recipient will immediately notify Discloser upon gaining knowledge of any disclosure, loss, or use of Discloser's Confidential Information in violation of this Agreement. Recipient will share Discloser's Confidential Information with Recipient's employees, agents and contractors only on a "need to know" basis in connection with performance of Discloser's obligations under this Agreement. If Recipient is served with a court order compelling disclosure of any Discloser Confidential Information, it will, to the extent allowed under law, provide Discloser with immediate notice thereof, provide Discloser with a reasonable opportunity to oppose disclosure, and reasonably cooperate in good faith with Discloser in any opposition to disclosure. The parties acknowledge and agree that any disclosure of Confidential Information resulting from a data or security breach of the Cloud Services will not be a breach of this clause, unless such breach is the direct result of the breach by Red Sift of the security measures set out in the DPA.

7. DATA PROCESSING AND OPERATIONAL RESILIENCE

7.1 Data Protection. The DPA (as amended from time to time) shall apply in accordance with its terms in relation to Red Sift's Processing of Customer Personal Data on Customer's behalf in performance of this Agreement. If and where the DPA applies in accordance with the foregoing, to the extent of any inconsistency or conflict between any provision(s) of this Agreement and any provision(s) of the DPA, the relevant provision(s) of the DPA shall govern and prevail in preference to any relevant provision(s) of this Agreement insofar as they relate to Red Sift's Processing of Customer Personal Data. Any capitalised terms used in this Section 7.1, but not defined in this Agreement, shall have the meaning given to them in the DPA.

7.2 DORA Addendum. If and to the extent DORA applies to Customer and Red Sift constitutes an ICT third-party service provider (as defined in Article 2(19) of DORA), then to the extent required by DORA, the DORA Addendum (as amended from time to time) shall apply in accordance with its terms. If and where the DORA Addendum applies, to the extent of any inconsistency or conflict between any provision(s) of this Agreement and any provision(s) of the DORA Addendum, the relevant provision(s) of the DORA Addendum shall govern and prevail in preference to any relevant provision(s) of this Agreement.

8. WARRANTIES & DISCLAIMERS

8.1 Red Sift Warranties. Red Sift warrants to Customer that the applicable Cloud Services platform, when used in accordance with the instructions in the User Guide and this Agreement, will materially conform to the features and functionality for such platform expressly set forth in the applicable Documentation. If Customer notifies Red Sift of a breach of the foregoing warranty, Red Sift's entire liability and Customer's sole and exclusive remedy for such breach will be, at Red Sift's election, to either: (a) reperform, modify, or replace the Service so that it so conforms to such warranty; or (b) provide a refund of the Fees paid for the affected Cloud Services platform, and solely as to the refunded Service, this Agreement, and Customer's right to access such Service will immediately terminate. Red Sift will have no obligation under this Agreement to correct, and Red Sift makes no warranty with respect to, errors caused by or relating to: (a) use of the Cloud Services in a manner inconsistent with the Documentation or this Agreement (including for the avoidance of doubt, breach of the restrictions in clause 2.4); or (b) the use of the Cloud Services in conjunction with any other products, hardware, equipment, software, or data not expressly authorised by Red Sift

8.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 8.1, RED SIFT MAKES NO, AND ACTIVELY DISCLAIMS ANY, TERM, CONDITION, REPRESENTATION, WARRANTY, OR GUARANTEE, INCLUDING THOSE RELATING TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES AND THE DOCUMENTATION. ALL OTHER TERMS, CONDITIONS, REPRESENTATIONS, GUARANTEES AND WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED TERM, REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED BY RED SIFT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, RED SIFT MAKES NO WARRANTY THAT THE SERVICES AND THE DOCUMENTATION WILL BE ERROR FREE, WILL FUNCTION WITHOUT INTERRUPTION OR WILL MEET ANY CUSTOMER-SPECIFIC REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES (A) THAT THE SERVICES AND THE

DOCUMENTATION ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY HIGH RISK OR STRICT LIABILITY ACTIVITY AND, (B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT RED SIFT MAKES NO, AND ACTIVELY DISCLAIMS ANY, TERM, CONDITION, REPRESENTATION, WARRANTY, OR GUARANTEE, AND WILL HAVE NO LIABILITY, IN CONNECTION WITH ANY USE OF THE SERVICES AND THE DOCUMENTATION IN SUCH SITUATIONS. CUSTOMER ACKNOWLEDGES THAT RED SIFT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. RED SIFT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. RED SIFT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM THIRD PARTY SERVICES OR CUSTOMER DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT ALTHOUGH THE SERVICES PROVIDED BY RED SIFT INCLUDE DMARC CONFIGURATION, RED SIFT IS NOT IN ANY WAY RESPONSIBLE FOR THE DMARC PROTOCOL, INCLUDING ANY SECURITY BREACHES OR PROBLEMS WITH IMPLEMENTATION THAT MAY ARISE, THESE BEING OUTSIDE OF RED SIFT'S CONTROL.

9. INDEMNITIES

9.1 Red Sift Indemnity. Subject to clause 9.3 and the limitations set forth in clause 10, Red Sift will defend Customer from and against any and all third party lawsuits to the extent alleging that the Cloud Services directly infringe or misappropriate the Intellectual Property Rights of such third party, and Red Sift will indemnify and hold Customer harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction specifically arising out of such claim, or agreed to in a monetary settlement of such claim. Red Sift will have no obligation under this clause 9.1 or otherwise for claims arising from or relating to: (a) Customer's or any Customer user's (including any Authorized User's) use of the Cloud Services other than as permitted under this Agreement; (b) the combination of the Cloud Services with any Customer or third party products, services, hardware, data, content, or business process(s); or (c) the modification of the Cloud Services by any party other than Red Sift or Red Sift's agents. THE FOREGOING IS RED SIFT'S SOLE AND EXCLUSIVE OBLIGATION FOR THE THIRD PARTY CLAIMS DESCRIBED IN THIS CLAUSE.

9.2 Customer Indemnity. Subject to clause 9.3, Customer will defend Red Sift from and against any and all third party lawsuits: (a) alleging that the Customer Data infringes or misappropriates any Intellectual Property Rights or violates privacy rights; (b) arising out of or relating to a breach of clause 2.4 by Customer or any Authorized Users or any Customer user (even if unauthorized); or (c) arising out of or relating to any claim described in clause 9.1(a) or (b), and Customer will indemnify and hold Red Sift harmless from any and all damages, losses, liabilities, costs, expenses, and other amounts to the extent awarded by a court of final jurisdiction relating to such claim, or agreed to in a monetary settlement of such claim.

9.3 Indemnity Process. Each party's indemnification obligations (including with respect to any indemnities set out in the Product-Specific Terms) are conditioned on the indemnified party: (a) promptly giving written notice of the claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle any claim unless the settlement unconditionally releases the indemnified party of all liability for the claim); (c) providing to the indemnifying party all available information and assistance in connection with the claim, at the indemnifying party's request and expense; and (d) not compromising or settling such claim. The indemnified party may participate in the defense of the claim, at the indemnified party's sole expense (not subject to reimbursement).

9.4 Duty to Mitigate. Nothing in this clause 9 shall restrict or limit the indemnified party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity provisions in this clause 9.

10. LIMITATION OF LIABILITY

NEITHER RED SIFT NOR ITS LICENSORS OR SUPPLIERS WILL BE LIABLE FOR (A) ANY COST OF COVER OR ANALOGOUS COSTS RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES; OR (B) ANY LOSS OF USE, LOST DATA, FAILURE OF THIRD PARTY SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE LIABILITY OF RED SIFT (INCLUDING ITS LICENSOR AND SUPPLIERS, TO THE EXTENT, IF ANY, LIABLE HEREUNDER) FOR ANY CLAIMS UNDER THIS AGREEMENT IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO RED SIFT FOR THE SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT WILL SURVIVE ANY FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY LIMITED REMEDY CONTAINED HEREIN. SUCH DIRECT DAMAGES WILL BE THE FULL EXTENT OF MONETARY LIABILITY OF RED SIFT AND, IF APPLICABLE, ITS LICENSORS AND SUPPLIERS, UNDER THIS AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY SUCH LEGAL OR EQUITABLE CLAIM OR ACTION MAY BE ASSERTED AGAINST RED SIFT, AND WILL CONSTITUTE CUSTOMER'S SOLE MONETARY REMEDY. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE REDSIFT'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. GENERAL

11.1 Audit. Customer acknowledges and agrees that (a) the Cloud Services include records reflecting and tracking the number, login accounts, and access logs of Authorized Users; (b) such records will be accessible and open at all times to Red Sift or its designee for inspection for the purposes of ensuring Customer's compliance with the terms and conditions of this Agreement.

11.2 Force Majeure. In no event will a party be liable to the other party, for any delay or failure to perform in breach of any of the terms of this Agreement to the extent that such breach results from a Force Majeure Event.

11.3 No third party rights. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement) whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.4 Assignment. Red Sift may assign, transfer or sub-contract its rights and obligations under this Agreement to another organisation, but this will not affect Customer's rights or Red Sift's obligations under this Agreement. Customer may only transfer its rights or obligations under this Agreement to another person if Red Sift agrees in writing.

11.5 Governing Law & Jurisdiction. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of:

(i) Where the Red Sift contracting entity is Red Sift US: the State of Delaware, United States.

(ii) Where the Red Sift contracting entity is Red Sift UK: England and Wales.

11.6 Dispute Resolution. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Section 11.6, "**Proceedings**"):

(i) Where the Red Sift contracting entity is Red Sift US: all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New Castle County, Delaware.

(ii) Where the Red Sift contracting entity is Red Sift UK: each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

11.7 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances in the performance of their obligations under this Agreement. This includes, but is not limited to, data protection and privacy laws, intellectual property laws, export control regulations, anti-bribery and anti-corruption laws, and employment laws. Failure to comply with this provision shall constitute a material breach of this Agreement.

11.8 Independent Contractors. The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or the activities contemplated hereunder. Red Sift is not bound by any terms or conditions between Customer and any third party.

11.9 Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.

11.10 Segmentation. The purchase of the Cloud Services or other service offerings, programs, or products are all separate offers and separate from any other order. Customer understands that Customer may purchase the Cloud Services or other service offerings, programs, or products independently of any other order. Customer's obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

11.11 Communication. Red Sift may update the terms of this Agreement (including any Product-Specific Terms) at any time on notice to the Customer. Customer's continued use of the Cloud Services following the deemed receipt and service of the notice under this clause shall constitute Customer's acceptance to the terms of this Agreement, as varied. If Customer does not wish to accept the terms of the Agreement (as varied) Customer must immediately stop using and accessing the Cloud Services on the deemed receipt and service of the notice. If Red Sift needs to contact the Customer, it will do so by email or by pre-paid post to the address provided in accordance with the Order Form or registration for the Cloud Services. Red Sift's email address is legalnotices@redsift.io. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

11.12 Modification & Waiver. Save as set out in clause 11.11, no modification or amendment of any provision of this Agreement will be effective unless agreed by both parties' duly authorized representatives in writing, and no waiver of any provision of this Agreement will be effective unless in writing and signed by a duly-authorized representative of the waiving party. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

11.13 Remedies. Except where this Agreement specifies a sole remedy, the parties' rights and remedies hereunder are cumulative. Customer acknowledges that the Cloud Services and Red Sift Products contain Red Sift's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to Red Sift for which monetary damages would be inadequate, and that injunctive relief is an appropriate remedy. Each party acknowledges and agrees that it must make reasonable efforts to mitigate to the fullest extent possible any loss for which it is entitled to seek recovery hereunder.

11.14 Export Compliance. Customer acknowledges that the Cloud Services and/or Red Sift Products may be subject to U.S. and foreign export and import restrictions. Customer will not and will not allow any export or re-export of any part of the Cloud Services and/or Red Sift Products, or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Cloud Services is further restricted from

being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

11.15 Product-Specific Terms. The Product-Specific Terms are incorporated into and form a binding and effective part of the Agreement. To the extent of any conflict or inconsistency between the Product-Specific Terms and this Agreement, the Product-Specific Terms shall govern and prevail in respect of the Red Sift Products to which they apply.

11.16 Entire Agreement & Construction. This Agreement, the Order Forms, the Product-Specific Terms, the DPA and, if applicable, the DORA Addendum constitute the entire agreement between Customer and Red Sift with respect to the Cloud Services and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and Red Sift. The headings contained in this Agreement are for purposes of convenience only and will not affect the meaning or interpretation of this Agreement. For the purposes of this Agreement, "including" will mean "including without limitation".

PRODUCT-SPECIFIC TERMS

Effective: 7th November 2025 (unless stated otherwise below)

Where Customer orders any of the Red Sift Products set out below, the relevant Product-Specific Terms applicable to that Red Sift Product supplement the [Red Sift Terms](#), the Red Sift Cloud Master Services Agreement, or any other agreement entered between Customer and Red Sift under which Customer purchases a subscription to use such Red Sift Products (the “**Agreement**”). These Product-Specific Terms are incorporated into and form a binding and effective part of the Agreement. Unless otherwise defined in these Product-Specific Terms, all capitalised terms in these Product-Specific Terms shall have the meaning given to them in the Agreement. To the extent of any conflict or inconsistency between these Product-Specific Terms and the Agreement, these Product-Specific Terms shall govern and prevail in respect of the Red Sift Products to which they apply.

1. RED SIFT RADAR

1.1 AI Services. Customer acknowledges and agrees: (a) Red Sift Radar incorporates functionality of certain third-party machine learning and artificial intelligence systems and models (“**AI Services**”), including those made available by OpenAI; (b) by using Red Sift Radar, Customer is authorising and instructing Red Sift to share certain Customer Data (including any inputs to Red Sift Radar) with the relevant providers of such AI Services to the extent necessary to facilitate such functionality and the operation of Red Sift Radar; and (c) such AI Services are not under Red Sift’s direct control and Red Sift will have no liability for any unavailability or failure of any AI Services, nor any third-party provider’s decision to discontinue, suspend or terminate any AI Services.

1.2 No Training. Red Sift will not, and shall not authorise any other person to, use any Customer Data to create, train, refine or improve any AI Services.

1.3 AI Services Guidelines. With respect to its use of Red Sift Radar, Customer agrees to comply with any terms, guidelines or policies that any third-party provider of the AI Services may publish from time to time as applicable to Customer’s use of Red Sift Radar, including OpenAI’s [Service Terms](#), [Sharing & Publication Policy](#), [Usage Policies](#).

1.4 **DISCLAIMER.** To the fullest extent permitted by law, Red Sift expressly disclaims any and all express or implied conditions, warranties, representations, undertakings, or other terms of any nature relating to the AI Services, and Red Sift does not warrant, represent, endorse, support or guarantee the completeness, truthfulness, accuracy, originality, reliability, performance, appropriateness, fitness for purpose or any other attributes of any outputs from Red Sift Radar that are generated based on Customer’s Inputs to Red Sift Radar (“**Outputs**”).

1.5 Outputs. Red Sift is not responsible for reviewing or attempting to verify the accuracy or currency of the content of any such Outputs, and Customer shall be solely responsible for evaluating the fitness of any such Outputs as appropriate for Customer’s specific use case. Furthermore, Customer acknowledges that it should not take any action in reliance upon any such Outputs without prior human intervention, review and approval.

1.6 Restrictions. Customer will not do or attempt (nor authorize or permit any third party, including Authorized Users) to:

- (i) (re)create, access, inspect or derive any underlying models (including architectures, weights, (hyper)parameters, coefficients, embeddings, calibrations and algorithms (whether or not, instantiated in software code)), and/or data used to train or create those models, which are part of any AI Services made available thereby (including as part of any so-called ‘model extraction’, ‘model inference’ or ‘model inversion’ techniques or similar); or
- (ii) automatically share, publish or take any action in reliance upon any Outputs (as defined below) without prior human intervention, review and approval.

2. RED SIFT BRAND TRUST – FACE DETECTION

2.1 Additional Definitions. As used in these Product-Specific Terms, the following terms shall have the following meaning: (a) **“Biometric Information”** means “biometric identifiers,” “biometric information,” “biometric data” or any similar term defined in Applicable Data Protection Laws (as defined in the [Red Sift DPA](#)), and Biometric Information includes a scan of face (including as captured from images and used for unique identification purposes as part of the Brand Trust Face Detection offering) and any information, regardless of how it is captured, converted, stored, or shared, based on such data; and (b) **“Biometric Privacy Laws”** means the Illinois Biometric Information Privacy Act, the Texas Capture or Use of Biometric Identifiers Act, Tex. Bus. & Com. Code Ann. § 503.001, the Washington H.B. 1493, RCW 19.375, and any other laws relating to the privacy, security or Processing (as defined in the [Red Sift DPA](#)) of Biometric Information. Furthermore, the Parties acknowledge and agree that the Biometric Privacy Laws constitute Applicable Data Protection Laws for the purposes of the definition of that term in the [Red Sift DPA](#).

2.2 Biometric Processing. To the extent Customer submits images of natural persons for Processing as part of the Brand Trust Face Detection offering, Customer acknowledges and agrees that Biometric Information will be created and Processed by and on behalf of Red Sift, and that Red Sift’s Processing of Biometric Information in connection with provision of the Brand Trust Face Detection offering is solely for the purpose of providing that offering to, and for the benefit and on behalf of, Customer. Customer is solely responsible for complying with all applicable data retention and destruction requirements, including as applicable to Biometric Information under applicable Biometric Privacy Laws, and other Applicable Data Protection Laws.

2.3 Consents and Notices. Without limiting any more general terms and conditions of the Agreement, Customer warrants and represents (at all relevant times) that it has, and further undertakes that it shall, as a condition to its right to use the Brand Trust Face Detection offering, have:

- (i) presented all individuals whose image or likeness is submitted to the Brand Trust Face Detection offering, and whose Biometric Information will therefore be Processed as part of Brand Trust Face Detection offering, with all required notices and statements; and
- (ii) obtained all required consents and authorisations from such individuals, relating to the Processing of their Personal Data and Biometric Information (including by Red Sift) as part of the Brand Trust Face Detection offering as contemplated by the Agreement and this DPA, including under and in compliance with all Biometric Privacy Laws and any other Applicable Data Protection Laws. Customer shall maintain auditable records of all such consents referred to in (ii) and shall make such records available to Red Sift upon request.

2.4 Customer Warranties and Obligations. Customer warrants and represents on an ongoing basis, and further undertakes that: (a) the only persons whose images or likenesses are submitted to the Brand Trust Face Detection offering by or on behalf of Customer are, at the time of such submission, an employee or officer of Customer; (b) such persons are not residents of any of the following U.S. states: Illinois, Texas or Washington; and (c) it has and shall continue to have at all relevant times, all necessary rights, power, consents and authority to submit all images or likenesses that are submitted to the Brand Trust Face Detection offering by or on behalf of Customer.

2.5 Indemnity. Customer shall, at all times during and after the term of the Agreement, indemnify and hold harmless Red Sift and its Affiliates, and its and their employees, officers, directors, and agents (together, the **“Red Sift Indemnified Parties”**) from and against all liabilities, losses, damages, costs, fines and other expenses (including legal costs and fees) suffered or incurred by any of them as a result of or in connection with any third party claim against any Red Sift Indemnified Party arising out of any breach by Customer of Sections 2.3 and 2.4 of these Product-Specific Terms. Any and all limitations on, or exclusions of, liability set out in the Agreement shall not apply to liability arising under or in connection with the indemnity set out in this Section 2.5 of these Product-Specific Terms.

3. RED SIFT BRAND TRUST – TAKEDOWN SERVICES

3.1 Additional Definitions. As used in these Product-Specific Terms, the following terms shall have the following meaning: (a) **“Properties”** means any: (1) internet domain names, web addresses, uniform resource locators, or similar; (2) handles, usernames or account names or identifiers associated with accounts, profiles, pages, feeds,

registrations and other presences on or in connection with any social media, social networking website, marketplaces or other similar online service; and (3) email addresses, email sending domains, email-related services, or similar properties and services used for sending, receiving, or managing email communications; (b) **"Notified Properties"** means those Properties which Customer notifies Red Sift should be taken down as part of the Takedown Services (e.g., by clicking 'Apply For Takedown' or similar within the Red Sift Products); (c) **"Takedown Services"** means those services available as part of the Brand Trust Takedown offering, which involve those procedures and actions to be taken by or on behalf of Red Sift on behalf of Customer to remove or disable access to or the certain Notified Properties hosted or maintained by certain third parties as those procedures, actions and those third parties are more fully contemplated by the authorisation granted by Customer pursuant to Section 3.2 of these Product-Specific Terms; (d) **"Operators"** means any individuals, entities, or providers that operate, manage, or facilitate the online presence, distribution, or accessibility of the Notified Properties, including, but not limited to, operators of hosting providers, domain name registrars, social media sites, platforms, marketplace operators, email service providers, certificate authorities, internet service providers, search engines or similar (including their agents or legal representatives) ; and (e) **"Appointed Providers"** means any third-party subcontractors, service providers, delegates, substitutes or sub-agents engaged by Red Sift to assist in providing the Takedown Services, which are identified from time to time on the Sub-Processor List maintained by Red Sift and made available at <https://redsift.com/legal/subprocessors> (or any successor page).

3.2 Authorisation. Customer hereby authorises Red Sift as the Customer's agent to perform the Takedown Services with respect to the Notified Properties in its name and on its behalf, and to authorise its Appointed Providers to do the same, including to:

- (i) send take-down notices to the operators of hosting providers, domain name registrars, social media sites, platforms, marketplace operators or similar, email service providers, certificate authorities, internet service providers, search engines, or their agents or legal representatives;
- (ii) send notices and cease-and-desist letters to the owners, domain name registrants, hosting providers of the websites, platforms or similar (including their agents or legal representatives) and on which any such Notified Property is hosted or maintained (including to send follow-up communications to pursue the required compliance, to send complaint retraction notices, and to send correspondence (including responses) to individuals or companies sharing infringing content relevant to the Notified Properties thereon);
- (iii) send notices to Registries, Registrars, Domain Name Server providers, Content Delivery Networks, Pay Per Click Ads platforms, Secure Sockets Layer certificate providers, ICANN, Payment Service Providers, Law Enforcement Authorities and Agencies, Market and Consumer Authorities, Digital Service Coordinators, Reputation Block Lists, IP Transit Providers, Regional Internet Registries, or similar (including their agents or legal representatives), and to file WHOIS disclosure requests and complaints with Data Protection Authorities;
- (iv) to investigate possible unauthorized distribution or selective distribution, MAP, parallel import and any other applicable trademark violations of relevant products by monitoring product offerings online marketplaces, website and social media platforms worldwide, including to send notices to sellers of such products and, where applicable, to the operators of these online platforms where such products are offers, to send follow-up communication to pursue the required compliance, and to send responses to communication by individuals or companies offerings these products on these online platforms; and
- (v) investigate possible violations of any platform operators, website owners, domain name registrants, hosting providers and Registrars or other relevant aforementioned persons' terms, conditions and policies, and to send notices to any aforementioned persons requiring their actions to comply with the relevant terms, conditions and policies (including to send follow-up communication to pursue the required compliance, and to send correspondence (including responses) to individuals or companies sharing infringing content relevant to the Notified Properties thereon).

3.3 Fees. Customer shall be invoiced for all costs that are related to goods or services that are purchased by Red Sift for the purpose of investigating an infringement within the scope of its Brand Trust services and as instructed by the Customer.

3.4 Separate Authorisation. Customer accepts that, in certain circumstances, an Appointed Provider and/or Operator may require a separate letter of authorisation and/or power of attorney (**"Separate Authorisation"**) in

order to effect a takedown request with respect to particular Notified Properties. Where an Appointed Provider or Operator requires a Separate Authorisation, Customer shall execute a Separate Authorisation in the form requested by Red Sift. In the event that Customer does not enter into a duly executed Separate Authorisation in the form requested, Red Sift shall not be required to perform the Takedown Services with respect to the Notified Properties.

3.5 Subcontracting. Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red Sift may subcontract performance of the Brand Trust Takedown offering; provided that Red Sift will remain liable for any actions or omissions of any appointed sub-contractors with respect to such delegated performance as if such actions or omissions were Red Sift's own.

3.6 Warranties. Customer warrants and represents on an ongoing basis that: (a) it has, and undertakes that it shall continue to have, at all relevant times, all necessary rights, power, consents and authority to authorise Red Sift to provide the Takedown Services; and (b) it is the owner of all rights (including Intellectual Property Rights) in and to the Notified Properties .

3.7 Indemnity. Customer shall, at all times during and after the term of the Agreement, indemnify and hold harmless Red Sift and its Affiliates, and its and their employees, officers, directors, agents (together, the **"Red Sift Indemnified Parties"**) from and against all liabilities, losses, damages, costs, fines and other expenses (including legal costs and fees) suffered or incurred by any of them as a result of or in connection with any third party claim against any Red Sift Indemnified Party arising out of: (a) any breach by Customer of Section 3.6 of these Product-Specific Terms; or (b) Red Sift's or any of its appointed delegates', substitutes' and sub-agents' performance of the Takedown Services on Customer's behalf. Any and all limitations on, or exclusions of, liability set out in the Agreement shall not apply to liability arising under or in connection with the indemnity set out in this Section 3.7 of these Product-Specific Terms.

3.8 NO LEGAL ADVICE; NO DUTY OF CARE. Customer acknowledges and agrees that Red Sift is not a law firm nor otherwise qualified or competent to give any legal advice. No part of the Takedown Services or any performance under this Agreement by or on behalf of Red Sift constitutes legal or any other form of professional advice. Red Sift does not accept, nor does it assume, any duty of care to Customer nor any other person in relation to performance of the Takedown Services. Customer warrants and represents that it has taken appropriate legal advice from a qualified and experienced legal professional prior to clicking 'Apply For Takedown' or similar within the Red Sift Products or otherwise electing to use the Takedown Services with respect to any Properties.

4. RED SIFT VERIFIED MARK CERTIFICATES – VMC SERVICE

4.1 Additional Definitions. As used in these Product-Specific Terms, the following terms shall have the following meaning: (a) Verified Mark Certificates ("**VMC**") means a digital certificate that verifies the authenticity of a brand's logo displayed alongside their emails in supported email clients, such as those implementing the BIMi standard and (b) Brand Indicators for Message Identification ("**BIMI**") means a specification enabling the display of brand logos alongside authenticated email messages in supported email clients.

4.2 Red Sift Responsibilities. In addition to its responsibilities set out in the Red Sift Terms, Red Sift agrees, solely in respect of 'Customer's purchase of the VMC Service, throughout the VMC Subscription Period to (a) manage the application, support and VMC renewal processes through Red Sift's OnDMARC service; (b) provide support of the VMC in accordance with Red Sift's standard support terms; (c) maintain the VMC issuance state for Customer on renewals; and (d) enable Customer to manage the BIMi Txt record.

4.3 Customer Warranties and Obligations. Customer shall (a) provide Red Sift with all necessary co-operation and access to such information as may be required by Red Sift in order to render its VMC Service in a timely and efficient manner (b) ensure they have an active and valid registered trademark in the applicable jurisdiction (c) own the domain(s) associated with the email addresses that will use the VMC and (d) have a Domain-based Message Authentication, Reporting, and Conformance ("**DMARC**") set to either "quarantine" or "reject" (e) configure their domain to support the BIMi standard.

4.4 VMC Readiness Requirement and Order Expiration. Customer acknowledges and agrees that it must fulfil

the necessary prerequisites to apply for its VMC within twelve (12) months from the date of the Order (the "**Readiness Period**"). These prerequisites include, but are not limited to:

- (i) Establishing a valid and enforceable DMARC policy at enforcement level (e.g., "quarantine" or "reject").
- (ii) Possessing and maintaining ownership or licensing rights to the brand logo intended for use with the VMC.
- (iii) Meeting any additional requirements specified by the VMC certification authority.

If the Customer fails to satisfy these prerequisites and does not apply for its VMC within the Readiness Period, the Order shall automatically expire, and the Customer will forfeit any associated rights, including any fees paid, unless otherwise agreed in writing by Red Sift. Red Sift is not responsible for any delays or failures by the Customer to meet these requirements within the specified timeframe.

4.5 Third Party Dependencies. Customer accepts and agrees that Red Sift is dependent on third party accredited Certificate Authorities to issue VMC's and whilst it shall use all reasonable endeavours to perform its obligations with respect to the VMC Service in a timely manner, time shall not be of the essence in the performance of its responsibilities set out in these Product-Specific Terms.