

Arctic Node and Cloud Node

Arctic Node is a cyber threat information collection, processing and integration product made by **Arctic Security**. Arctic Node helps organizations of all sizes to proactively improve their security posture and respond to incidents. Arctic Node is available both as an on-premises deployment and as a cloud offering (**Cloud Node**).

This document gives you **Terms of Service** specific to Cloud Node and our End User License Agreement (**EULA**) that governs all our products and services.

Service Description for Cloud Node

Cloud Node is a Service provided by Arctic Security. It enables its Users to:

- receive, process, store and display cyber threat information received from external sources
- match and tag cyber threat information against the internet assets, such as IP ranges and domain names, provided by the User
- allow all, or filtered subsets of cyber threat information to be integrated to other systems and services

Terms of Service

Your license to use this Service is granted by a separate Purchase or Trial Agreement and timely payment of the related initial or renewal fees and other charges (Fees), and is subject to these Terms of Service and our EULA.

User rights and responsibilities

Licensed Users (**Subscribers**) can access the Service by using the most recent version of the supported web browser and an user account:

- A user account with administrator privileges will be created for the Subscriber when the Service is provisioned.
- User accounts with administrator privileges can be used to create new user accounts that can access the User's Cloud Node Service.
- Users are responsible for keeping the user accounts safe and secure by using strong passwords and using two-factor authentication whenever possible.
- Users may use only their authorized accounts and must not bypass any security mechanisms to gain unauthorized access to the service or its data.

Cyber threat information stored in the Cloud Node can be shared to 3rd parties or integrated systems by configuring 3rd party integrations, or by configuring data access URLs which contain an API key:

- User is responsible for the correctness of User-created configurations which specify how data is shared outside the Service.
- User is responsible for the secure handling of User-created credentials which allow data or user access to Cloud Node.
- User is responsible for data access that has been authorized with user-created and user-distributed credentials.

Prohibited use

You are prohibited from using the Service or its data:

- to directly or indirectly violate any regulation, rule, law, or ordinance
- to infringe upon or violate intellectual property rights
- to harass, abuse, insult, harm, intimidate, or discriminate
- to submit false or misleading information
- to interfere with the security of the Service or its Platform or their other Users

3rd party cyber threat information

Users can use Cloud Node to store and process cyber threat information received from 3rd parties. The User is responsible for respecting all terms and conditions and other liabilities and obligations related to 3rd party data provider licenses. Arctic Security will store the 3rd party information on behalf of the user as part of the Service in active storage and backups.

Support and Maintenance

This Service is maintained by Arctic Security. Arctic Security is committed to carrying out reasonable efforts to keep the Service operational and accessible for the User.

Support and Maintenance requires system updates and maintenance time windows which may cause temporary interruptions of the Service.

Storage Capacity

Your subscription to Cloud Node has a storage limit and a time window for active data. Only the latest cyber threat information that falls into the time window for active data and fits into the storage quota is kept. Extra storage capacity is available for purchase.

Data Security, Retention and Privacy Policy

Each Cloud Node operates on a dedicated virtual server instance. Data for each Cloud Node is stored on a separate data volume. Any backup will be stored on a separate backup storage system.

Your data is kept for the duration of your active subscription, and for a maximum of three (3) months afterwards to support easy resumption of an interrupted subscription. You may request removal of your data at any time by contacting our support.

You can find more about your rights as a data subject, our contact details in the data controller role and our generic data protection principles from our privacy policy for the web at <https://arcticsecurity.com/privacy-policy/>.

Modifications

We may modify the Service, this Service Description, these Terms of Service and our End User License Agreement at any time and without prior notice. Modified description and terms will be made available to the current and new Subscribers.

Term & Termination

Purchase Order for your commercial or trial subscription specifies your subscription term, and whether your subscription will automatically renew. You may cancel your subscription as specified in the commercial terms of your subscription. We may terminate your subscription in case of non-payment, delayed payment or if we suspect you have failed to comply with these Terms of Service or our EULA.

End User License Agreement (EULA)

This End User License Agreement (“EULA”) shall apply to the sales, delivery, support and maintenance of the licenses to the proprietary software products (“Products”) and thereto related services (“Services”) of Arctic Security Oy (“Arctic Security”) to the customers (“Customer”) of Arctic Security or of its authorized distributors or resellers (“Seller”).

Purchase Agreements may contain additional terms applicable between the respective Customer and Seller but the liability of Arctic Security shall always be as specified in this EULA unless expressly otherwise agreed by Arctic Security.

1 DEFINITIONS

“Confidential Information”

all material and information, regardless of whether technical, financial or commercial, received in whatever form from the Sellers and marked as confidential, or that should be understood to be confidential. The Products and its Documentation shall explicitly be deemed Confidential Information of Arctic Security.

“Documentation”

the specifications and technical information of the Products.

“Intellectual Property Rights”

patents (including utility models), design patents, designs (whether or not capable of registration), chip topography rights, proprietary software and other like protection, copyright, trademark and any other form of statutory protection of any kind and any applications for any of the foregoing as well as any trade secrets and know how.

“Purchase Agreement”

(i) a written purchase agreement; or (ii) a purchase order based on a quote; or (iii) a purchase order confirmed by Seller.

2 LICENSE GRANT

(1) Arctic Security grants subject to the Purchase Agreement and the due and timely payment of the applicable license or subscription fees, charges, costs and expenses (“Fees”) a non-exclusive, non-transferable, non-sublicensable right for the Customer to use the Product solely for Customer’s internal business purposes in accordance with the respective Purchase Agreement and Documentation and specifically excluding all other purposes of any kind.

(2) Third party products included in the delivery of or associated with the Product delivered to the Customer (“Third Party Products”) shall be licensed to Customer solely subject to the respective license terms of such third party.

3 RESTRICTIONS OF USE

(1) The license of the Customer to use the Product shall be subject to the limitations specified in the applicable Purchase Agreement.

(2) Specifically, the Customer shall not permit any third party to use the Product nor use the Product on behalf of a third party.

(3) Any right for any Customer’s affiliate or external party to use any portion of the Product or Documentation shall be separately agreed between Arctic Security and Customer and shall be subject to the provisions of the Purchase Agreement and this EULA.

(4) Customer shall notify Arctic Security immediately if Customer becomes aware of any unauthorised use of the Product or the Third-Party Products by any person.

4 FEES AND TAXES

- (1) Customer shall pay any Fees or other payments due in accordance with the payment terms specified in the applicable Purchase Agreement or in any agreement for Services pursuant to Section 7. Fees shall not be subject to any right of offset or suspension and all payments shall be non-cancelable, non-refundable and non-creditable.
- (2) Any indicated prices do not include applicable sales, use, withholding, value-added or other taxes or duties either payable by Customer or added by Supplier to the invoiced amounts.

5 WARRANTY

- (1) Arctic Security represents and warrants to have the full rights and power to grant to Customer the rights described in the Purchase Agreement and this EULA.
- (2) Arctic Security warrants that the Product shall function materially in accordance with Documentation for a period of ninety (90) days from the installation of the Product (“Warranty Period”). If Arctic Security receives notice of a defect in the Product during Warranty Period, Arctic Security shall provide a fix or workaround of the defect or replace the Product within a reasonable period of time and latest in the subsequent update of the Product.
- (3) This warranty does not apply to any Product modified by any other party than by Arctic Security or its authorized representatives. Modifying of the Product that is not specifically approved by Arctic Security shall void all warranty obligations of Arctic Security.
- (4) ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. THE WARRANTY STATED HEREIN SHALL BE REGARDED AS CUSTOMER’S SOLE REMEDY FOR THE DEFECTS.

6 SUPPORT AND MAINTENANCE

- (1) Arctic Security may make available email support for the Products either as part of the license and the respective annual subscription fee, or subject to separate annual support and maintenance fee, as specified in the respective Purchase Agreement.
- (2) If the Purchase Agreement includes maintenance of the Product, Arctic Security shall make available to Customer such software updates and upgrades to the Product as are generally available for the license customers of Arctic Security. The support and maintenance shall not include the installation of any updates or upgrades or any Services.

7 PROFESSIONAL SERVICES

- (1) Arctic Security or Seller may provide professional services relating to the Products (“Services”) subject to a separate agreement with Customer in each case. The Customer shall be responsible for the time and materials charges of Arctic Security or Seller as specified in the respective agreement and any out-of-pocket costs and expenses relating to the performance of the Services. Arctic Security shall provide the Services shall on a consultancy basis subject to

any general terms of service of Arctic Security referred to in the respective agreement and unless otherwise agreed, shall not imply any transfer of ownership of the results of the Services to Customer, who shall receive a right to use the results of the Services only for the purposes of effectively using the Products under a valid license from time to time.

(2) The general limitation of liability under Section 15(1) shall apply and the liability of Arctic Security for any claims arising based on the performance of Services shall be limited to the time and materials charges paid to Arctic Security for the same.

8 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Arctic Security is and shall remain the sole owner of title, Intellectual Property Rights and interest associated with as well as any trade secrets and know how implemented or embodied in the Products or Documentation.

9 INDEMNIFICATION

(1) If the Product infringes Intellectual Property Rights of any third party, Arctic Security shall defend such action at its expense and pay any cost or damages finally awarded in such action which are attributable to such claim, provided always that Arctic Security shall have the sole control of the defence of any such action and negotiations for its settlement or compromise.

(2) Customer shall without delay inform Arctic Security in writing of any claim made to Customer by reason of alleged infringement as aforesaid and shall refrain from taking any act of account of such claims without a prior written approval of Arctic Security.

(3) If the Product is in such suit determined to be infringing and the use of the Product is affected, Arctic Security shall, at its own expense and its sole option either procure for Customer the right to continue using the Product or replace or modify it so that it becomes non-fringing while staying fully compliant with Documentation with all the relevant aspects.

(4) However, Arctic Security shall have no obligation with any respect to any claim based on Customer's misuse or modification of the Product or its combination, operation or use with equipment not supplied by Arctic Security. Customer shall defend, indemnify and hold Arctic Security harmless from any such claims, proceedings and expenses arising from such modification, combination, operation or use.

10 MODIFICATIONS

Customer may not modify the Product, unless mandatory laws applicable in the country of installation allow modifications by Customer himself for error correction or by Arctic Security's prior written approval. Arctic Security advises Customer that any changes to the Product may lead to significant, unforeseeable disturbances in the execution of the modified programs as well as other programs. Therefore, Customer assumes all liability, risks and costs arising out of any modifications of the Product not authorised in writing by Arctic Security in advance.

11 NUMBER OF INDIVIDUAL USERS

- (1) If the license is based on the number of individual users, the number of individual users may not be exceeded, and they may not be used by more than the maximum number of individual users agreed upon in the respective Purchase Agreement, unless the additional Fees in accordance with the Purchase Agreement have been paid by the Customer.
- (2) Arctic Security reserves the right to check the number of individual end-users of the Product, without prior written notice, as well as, upon Arctic Security's reasonable request, to perform any other audit necessary to ascertain the correct use of the Product, and Customer agrees to provide, without any charge, reasonable assistance for such purpose upon Arctic Security's request.
- (3) Any such audits may be performed by Arctic Security (or any third-party auditor engaged by Arctic Security).
- (4) Without prejudice to any other rights provided hereunder or under applicable law, if it is revealed that Customer has underpaid Fees to Arctic Security as a result of unauthorized use of the Product, Customer shall pay to Arctic Security such underpaid Fees based on the then-current list price for such Product from the initial date of the unauthorized use. If it is revealed that Customer has materially underpaid Fees to Arctic Security as a result of unauthorized use of the Product, Customer shall, in addition, pay to Arctic Security all reasonable costs incurred by Arctic Security in relation thereto.

12 CONFIDENTIALITY

Customer shall hold in confidence Confidential Information and shall not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any disclosure of Confidential Information may be made only to those of Customer's employees or consultants who need to know such information in connection herewith and who have agreed to maintain the Confidential Information as confidential as set forth herein.

- (1) The confidentiality obligation set out in this Section shall not, however, be applied to any material or information:
 - (i) that is generally available or otherwise public, other than if it is public through a breach of the Purchase Agreement or this EULA by Customer;
 - (ii) that Customer has received from a third party without any obligation of confidentiality;
 - (iii) that was in the possession of Customer prior to receipt of the same from the Seller without any obligation of confidentiality related thereto;
 - (iv) that Customer has independently developed without using material or information received from the Seller; or
 - (v) that Customer is obliged to disclose pursuant to applicable laws. Notwithstanding, if Customer is required to disclose Confidential Information as set out herein, Customer may disclose the requested Confidential Information provided that Customer provides prompt notice of such disclosure and, at the request of Arctic Security, provides reasonable assistance in obtaining an appropriate protective order or other similar relief.

(2) Notwithstanding the foregoing, Customer may disclose Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such Customer, to the extent permitted by law, provides Arctic Security with prompt notice of such order or requirement in order that it may seek a protective Purchase Agreement.

(3) Customer further agrees not to use the Product to develop competitive software or derivative works, or for any other purpose except pursuant to the Purchase Agreement.

13 TERM AND TERMINATION

(1) The license to the Product shall remain in effect through the period specified in the Purchase Agreement.

(2) Either party may terminate the applicable Purchase Agreement and the license to the Product granted therein, if the other party fails to cure a material breach within thirty (30) days after written notice of such breach, provided that Arctic Security may terminate the license immediately upon any breach of Section 2 by Customer.

14 EFFECTS OF TERMINATION

(1) Upon termination of the license to the Product, Customer shall immediately cease using the Product, including Documentation.

(2) Termination of the Purchase Agreement shall not prevent either party from pursuing all available legal remedies, nor shall such termination relieve Customer's obligation to pay all Fees and any other amounts due that are owed as of the effective date of termination.

(3) All provisions of this EULA relating to Arctic Security's ownership of the Product, limitations of liability, disclaimers of warranties, confidentiality, audit and governing law and jurisdiction, shall survive the termination of the Purchase Agreement.

15 LIMITATION OF LIABILITY

(1) UNDER NO CIRCUMSTANCES SHALL ARCTIC SECURITY OR SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, LOSS, SPOILING OR CORRUPT OF DATA OR INFORMATION, COST OF CAPITAL AND/OR CLAIMS OF CUSTOMERS, WHETHER BASED ON BREACH OF CONTRACT, OR TORT, OR ANY OTHER THEORY OF LIABILITY.

(2) UNDER NO CIRCUMSTANCES SHALL ARCTIC SECURITY'S OR SELLER'S LIABILITY UNDER THE PURCHASE AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT UNDER THE APPLICABLE PURCHASE AGREEMENT.

16 OTHER TERMS

16.1 Notices

- (1) All notices and other communications given or made pursuant to a Purchase Agreement concerning a breach, violation or termination hereof shall be in writing and shall be delivered:
 - (i) by certified or registered mail; or
 - (ii) by an internationally recognized express courier.
- (2) All notices or other communications to Seller shall be addressed to Seller's address defined in the applicable Purchase Agreement. Unless otherwise specified by Customer, all notices to Customer shall be sent to the address provided by Customer in the Purchase Agreement.

16.2 Waiver

No term of the Purchase Agreement or this EULA shall be deemed waived and no breach excused unless such waiver or excuse is in writing and signed by the party issuing the same.

16.3 Export Control

- (1) Customer shall comply fully with all relevant export laws and regulations of the country where the license to the Product was granted, and the EU and the United States to assure that the Product is not
 - (i) exported, directly or indirectly, in violation of such export laws; or
 - (ii) intended to be used for any purposes prohibited by such export laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- (2) Customer shall defend, indemnify and hold Arctic Security and Seller harmless from and against any claim, cost, loss, or damage incurred as a result of or in connection with Customer's failure to comply with this Section 16.3.

16.4 Governing Law and Dispute Resolution

- (1) Each Purchase Agreement and all matters arising out of or in connection with the Purchase Agreement (except for mandatory local law provisions) shall be construed and governed exclusively in accordance with the laws of Finland, without regard to its principles and rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.
- (2) Any dispute, controversy or claim arising out of or in connection with the Purchase Agreement, or the breach, termination or invalidity thereof, shall be exclusively and finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The place of arbitration shall be Helsinki, Finland. The language to be used in the arbitral proceedings shall be English.

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27-01-2021