



MASTER SUBSCRIPTION AGREEMENT FOR GSA Government Customers

1. DOCUMENTS AND ORDER OF PRECEDENCE

1.1 Subscription Forms. Customer shall execute a valid subscription order form ("**Subscription Form**") with Ardoq in order to be provided access with Ardoq Services. These terms and any relevant appendices ("**Master Subscription Agreement**" or "**MSA**"), together with the Subscription Form, set out the terms and conditions under which customer ("**Customer**") purchases services from an Ardoq entity ("**Ardoq**"), both as identified in the Subscription Form.

1.2 Order of Precedence. In the event of any conflict or inconsistency between the documents constituting the Agreement, the following order of precedence shall apply: (1) Subscription Form (including the attached Service Descriptions); (2) SOW (if any); (3) this MSA, (4) appendices and attachments to this MSA, where their order determines precedence. "**Agreement**" means this MSA, any Subscription Form(s), SOW and the relevant appendices and attachments, as applicable. Where Customer is an agency or instrumentality of the U.S. Government (a "Government Customer"), GSAR 552.212-4(w)(1) is incorporated into and takes precedence over this Agreement, and this Agreement binds the ordering activity as end user but does not bind any Government employee or person acting on behalf of the Government in a personal capacity.

1.3 Purchases from Resellers. Customer may purchase the Services through an authorized reseller of Ardoq ("**Reseller**") pursuant to a separate Agreement that Ardoq is not part of ("**Reseller Agreement**"), in which case this Agreement will apply to Customer's use of the Services ordered via Reseller, except: (a) Section 7 shall not apply; (b) Customer will be required to submit any warranty, refund or service credit claims directly to the Reseller, who will be solely responsible for issuing any refunds or service credits; (c) quantities and type of Services will be listed in the Reseller Agreement; (d) "Agreement" shall mean only this MSA and the relevant appendices and attachments, as referenced herein.

2. PROVISION OF THE SERVICES

2.1 Rights to access and use. Ardoq grants to Customer a right to remotely access and use the Ardoq SaaS services purchased in the relevant Subscription Form ("**Service**") , as well as the relevant online product documentation ("**Documentation**") in accordance with this Agreement for the duration of the Term (as defined below).

2.2 Functionality. The Services shall include the functionalities described in the applicable Service Description. "**Service Description**" means the document describing the functionalities of the Ardoq Services as of the effective date of the Subscription Form and referenced therein. Ardoq may from time to time make improvements, add, modify, or replace functionalities of its Services during the Term, provided that any such change will not remove the functionalities purchased by the Customer in the Subscription Form without Ardoq providing access to equivalent functionalities at no additional costs. The Customer will get access to modifications and improvements that are made generally available to all customers who have

purchased the same features. Ardoq reserves the right to distribute or commercialize new functionalities and services as an Add-On Service or as Free Service.

2.3 SLA, Customer Support and Customer Success. Ardoq shall provide the Service in accordance with the service level agreement as per Appendix 1 ("**Service Level Agreement**"), attached hereto. The Services include support services as described in the Service Level Agreement as well as customer care services aimed at optimizing the Customer's experience with the Service.

2.4 Security. Ardoq has implemented and shall during the Term maintain appropriate technical and organizational measures, internal controls, and information security routines. The measures applicable as of the effective date of the Agreement are described in attached Appendix 3. Ardoq may during the term of the Agreement change and/or update the measures, provided that such changes shall not materially decrease the overall security of the service compared with the measures described in Appendix 3.

2.5 Compliance review. Ardoq may review Customer's compliance with the Acceptable Use provisions of this Agreement and with the usage parameters specified in the Subscription Form. This may be done through automated monitoring, log reviews, or manual audit. Customer shall provide reasonable cooperation to that purpose where so required. If Ardoq finds that Customer's use is in excess of the purchased quantities, it shall notify Customer and Customer shall, within 30 calendar days from Ardoq's notice, regain compliance by either (a) reducing its usage, or (b) executing a written amendment to purchase the applicable quantities. If Customer does not regain compliance of its usage parameters within the 30 day period, Ardoq reserves the right to issue an invoice reflecting the then-current usage, except where a good faith negotiation is ongoing to address the overuse. For a Government Customer, any review under this Section is limited to verifying compliance with the quantities ordered, is conducted at Ardoq's expense, and any resulting claim shall be resolved under the Contract Disputes Act.

2.6.APIs and integrations. The Service may contain features designed to integrate with third party applications. Customer acknowledges and agrees that only the integration endpoints on Ardoq's end are considered part of the Services. Customer is required to purchase relevant subscriptions or licenses for the third-party services independently. Endpoints of third-party vendors, their respective services purchased by the Customer and the contractual relationships between the Customer and such vendors are outside of Ardoq's responsibility.

3. PROFESSIONAL SERVICES, ADD-ON SERVICES AND FREE SERVICES

3.1.Professional Services. Customer may engage Ardoq to provide professional services pertaining to the Services, such as implementation, configuration, and training ("**Professional Services**"). Professional Services will be performed in accordance with (a) a statement of work signed by the parties, in case of bespoke engagements ("**Statement of Work**" or "**SOW**"), or (b) the applicable Ardoq Professional Services Modules Description, as referenced in the Subscription Form - in case of standard, pre-packaged Professional Services offering.

3.2. Add-On Services. The parties may from time to time agree to include additional paid features and services ("**Add-On Service**") by executing an additional Subscription Form, which shall be co-termed with the then-current Term. This Agreement will apply to such Add-On Services, except to the extent otherwise agreed in writing.

3.3 Free Services. Subject to Customer's consent (and acceptance of relevant additional terms, if any), Ardoq may make available to Customer additional functionality or services free of charge, including, without limitation, for trial, demo, evaluation or beta testing purposes ("**Free Services**"). Either party may

suspend or terminate the Free Services at any point without prior notice. Notwithstanding anything to the contrary in this Agreement, (a) FREE SERVICES ARE PROVIDED ON AN AS-IS BASIS ONLY, WITHOUT WARRANTIES AND SERVICE LEVEL COMMITMENTS OF ANY KIND, AND (b) ARDOQ'S TOTAL AGGREGATE LIABILITY IN CONNECTION TO THE FREE SERVICES SHALL BE LIMITED TO USD 1 000.

4. PERSONAL DATA

4.1 Ardoq as a data processor. The data processing agreement set out in Appendix 2 ("**Data Processing Agreement**"), reflects the parties' agreement with respect to Ardoq's processing of personal data on behalf of the Customer.

4.2 Parties as data controllers. The parties anticipate they will collect contact information of the parties' respective personnel in order to facilitate a normal and customary business relationship (e.g., communication, invoicing, collecting independent feedback, etc.), such as name, email, and business function. Each party will independently control the purpose and means of processing for such personal data, and, as such, will be solely responsible for how it uses, collects, protects, and processes such data.

5. CUSTOMER DATA EXPORT

5.1 During the Term. Ardoq shall make available to Customer at no cost during the Term of the Agreement out of the box functionality to allow the export of Customer Data in a standard database export format, as well as access to online documentation to support Customer's use of such export functionality.

5.2 After the Term. Ardoq will delete all Customer Data within 90 calendar days from termination or expiration of the Agreement, and provide written confirmation of such destruction upon written request of Customer. Until 10 calendar days prior to such deletion, Customer may request additional access to the Services for export purposes.

6. ACCEPTABLE USE

6.1. Users. The Service shall, unless otherwise agreed in writing in the Subscription Form, be available for use by employees and contractors of the Customer and of Customer's Affiliates ("**Users**"). Customer is the sole contractual counterparty to Ardoq and is responsible for Users' compliance with this Agreement. "**Affiliate**" means an entity controlling, controlled or under common control with a party of the Agreement, where control means the ownership of more than 50% of the issued share capital of a company or the legal power to direct the general management of a legal entity.

6.2. Internal Business Purpose. Customer shall only use the Services for Customer's internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement.

6.3. Log-in details. Customer shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. Customer will use industry standard technical and organisational measures to prevent unauthorized use of or access to the Service and will notify Ardoq immediately of any unauthorized use of a User's account.

6.4.Reverse engineering. Customer shall not modify, translate, reverse engineer, decompile or disassemble any of the Service or otherwise attempt to derive source code or create derivative works from the Service.

6.5. Additional Customer's responsibilities. Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service, including by performing penetration testing.

6.6. Compliance with purchased quantities. Customer shall comply with the usage parameters listed in the applicable Subscription Form.

7. FEES, INVOICING AND PAYMENT TERMS

7.1.Fees and payments. All fees are fixed for the duration of the term set forth in the relevant Subscription Form and/or SOW (if any). Customer shall pay each invoice via electronic payments (checks are not acceptable).

7.2.Invoicing. Unless otherwise provided in an SOW or Subscription Form, Ardoq or its authorized reseller as applicable will invoice fees upfront at the effective date of each new billing period. Customer shall pay invoices in accordance with the payment terms set forth in the relevant Subscription Form. If an invoice is more than 30 calendar days overdue, Ardoq may claim late payment interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

7.3 PO. If a purchase order number is required by Customer for invoice payment, Ardoq shall include such number on the relevant invoice, conditional however upon Customer delivering such PO number to billing@ardoq.com (or another address as subsequently communicated by Ardoq) (a) no more than 14 calendar days after signature of the Subscription Form or SOW or (b) at least 14 calendar days prior to renewal date.

7.4.Taxes. Upon request, Customer will provide Ardoq with proof of remittance of withheld taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**") to the relevant tax authority. For a Government Customer, Ardoq shall submit any Taxes for which it seeks reimbursement to the Contracting Officer for approval prior to invoicing, and the gross-up and withholding provisions of this Section do not apply.

8. SUBCONTRACTING

Ardoq may use its own Affiliates and subcontractors in the provision of the Service. Ardoq shall be liable for the acts and omissions of such Affiliates and subcontractors as for its own actions or omissions. To the extent an Affiliate or subcontractor has access to personal data which Ardoq processes on behalf of the Customer hereunder, it shall be considered a subprocessor and additional obligations will apply as per the Data Processing Agreement.

9. CUSTOMER DATA

9.1. Customer Data. Customer shall own and retain all rights over Customer Data. Customer grants Ardoq the right to access and process Customer Data for the exclusive purpose of providing, measuring and improving the Services, limited to the duration of the Term. "**Customer Data**" means input data uploaded by or on behalf of Customer into the Services, however subsequently transformed within the Services by User operations.

9.2.Usage Data. Ardoq may collect and use Usage Data to monitor, improve and develop the Services. Ardoq shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Usage Data to any third party for their own purposes or for monetary or other valuable consideration. “**Usage Data**” means anonymized data related to the use of the Services or derived from it, such as feature use frequency and pattern; component/reference types and number of component/reference types; representation of the metamodel; gremlin queries; event data; metrics information; service logs. For clarity, Usage Data does not constitute Customer Data and is owned by Ardoq.

9.3Feedback. Customer acknowledges and agrees that suggestions, comments or ideas provided to Ardoq concerning improvements or modifications of the Services is owned by Ardoq and may be used and incorporated in the Services by Ardoq at its sole discretion and without limitations.

9.4 Regulated Data. Customer acknowledges that the Services are not designed for the processing of Regulated Data and that Customer is responsible in the event it submits Regulated Data to the Services.. “**Regulated Data**” means (a) patient, medical, or other protected health information; (b) credit, debit, bank account, or other financial account data; (c) social security numbers, driver’s license numbers, or other unique and private government ID numbers; (d) special categories of data as defined in the GDPR; and (e) other similar categories of sector-specific sensitive information, such as information subject to banking secrecy, payment secrecy or attorney-client privilege.

10. AI FUNCTIONALITIES

10.1 AI Functionalities. Services may include functionalities that rely on artificial intelligence technologies (“**AI Functionalities**”). To the extent that Customers uses AI Functionalities: (i) Output resulting from the processing of Customer Data will be considered Customer Data; (ii) Customer Data will not be used to train AI technologies or large language models; (ii) unless otherwise agreed in writing by the ordering activity’s contracting officer, any third-party AI models used by Ardoq to provide the AI Functionalities will be hosted on Ardoq’s independently managed and secured cloud environments hosted on the Hosting Providers listed in the DPA, (iii) Customer Data (including Output) shall not be accessed or transmitted to third parties (other than in accordance with this Agreement) as a result of Customer’s use of AI Functionalities. “**Output**” means any content generated by the AI Functionalities as a result of Customer’s usage thereof.

10.2 Disclaimer of warranties on AI Functionalities. Output (i) is generated through machine learning and is not reviewed, verified or curated by Ardoq; (ii) may not be complete, accurate or correct and require Customer’s independent verification before its use; (iii) may be generic, similar or identical to content/output produced for other Ardoq customers.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Ardoq IP. Ardoq and its licensors shall own and retain all rights over Ardoq IP. “**Ardoq IP**” means any parts of the Services and the Documentation, as well as their underlying code, design and technologies, including the graphical and/or representational elements used to display visualizations of Customer Data. Ardoq grants Customer a non-exclusive, non-transferable license to use, copy and display Ardoq IP in connection with its authorized use of the Service during the Term. No rights are granted to Customer except as expressly set forth in this Agreement.

11.2 Deliverables. All programs, inventions, documentation, specifications or other written or graphical materials and media created or developed by Ardoq in performing Professional Services (“**Deliverables**”) belong exclusively to Ardoq unless otherwise agreed in an applicable SOW. Customer

receives a non-exclusive, non-transferable license to use, copy and display the Deliverables in connection with its authorized use of the Service during the Term.

12. CONFIDENTIALITY

12.1.Non-use and Non-disclosure. Neither party shall use or disclose any Confidential Information of the other party for any purpose except to the extent regulated under this Agreement. The receiving party shall take reasonable measures to avoid disclosure and/or unauthorized use of the Confidential Information of the disclosing party. For the purpose of this Agreement, “**Confidential Information**” means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of this Agreement, Customer Data and any other information exchanged pursuant to this Agreement, will be considered Confidential Information. As to a Government Customer, neither this Agreement nor Ardoq's commercial price list is Confidential Information, and the Government may retain and disclose them as required by the Freedom of Information Act, 5 U.S.C. 552, and other Federal law. For clarity, feedback shared by Customer on the Services, including recommendations or ideas on how to improve or develop the Services, will not be considered Confidential Information or Customer Data.

12.2.Limitations on the duty of non-disclosure of Confidential Information. Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

12.3.Disclosures required by law. The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

12.4.Survival and remedies. The obligations of each receiving party under this section shall survive for five (5) years after the termination of the Agreement, and in the case of trade secret information, the obligations under this section will survive for as long as the information remains a trade secret. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to other legal remedies hereunder, except that no equitable or injunctive relief may be sought against a Government Customer other than as expressly provided by Federal statute.

13. TERM AND TERMINATION

13.1.Initial Term. The initial term of this Agreement shall commence on the date stipulated in the Subscription Form or at the date of signature if no such date is specified and shall continue for the period set forth in the applicable Subscription Form or for one year if no such period is specified (“**Initial Term**”).

13.2. Renewal. Upon expiration of the Initial Term or a Renewal Term, the Agreement will renew in accordance with the terms of the applicable Subscription Form for additional terms (each, a “**Renewal Term**”). The Initial Term and any Renewal Terms are jointly referred to as the “**Term**.” For a Government

Customer, the Agreement will not renew automatically; any Renewal Term requires the prior express written consent of an authorized Government representative and the availability of appropriated funds.

13.3. Termination for cause

13.3.1. Termination for breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Ardoq shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. In the event a claim is resolved in the End User's favor, Ardoq shall refund any prepaid and unused (i.e. applicable to the terminated portion of the Services) fees as of the date of termination.

13.3.2. Termination for insolvency. Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

13.3.3. Termination for regulatory compliance. In the event of (a) a change in applicable laws; or (b) mandatory instructions given to the Customer by a Regulatory Authority (together, "**Regulatory Requirements**"), affecting the Customer in such a manner that the continued use of the unaltered Services would render such use in breach of Regulatory Requirements, Customer shall submit to Ardoq a request to review the terms of the Agreement or the Services being provided. Ardoq and Customer shall discuss in good faith possible changes to the Agreement or to the Services, which may be subject to additional fees, that permit Customer to comply with Regulatory Requirements. If the parties are unable to agree to such modification in writing, the Customer may, as its sole and exclusive remedy, terminate the impacted Services upon written notice.

13.4. Effects upon Termination. Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) each party shall delete or destroy all Confidential Information of the other party (Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) other than where otherwise provided in this Agreement, any and all invoiced and non-invoiced undisputed fees under this Agreement shall become immediately due and payable to Ardoq.

13.5. Fixed term commitment. The parties acknowledge and agree that the Service fees and any applicable discounts are contingent upon the fixed term specified in the Subscription Form. Accordingly, neither party may terminate this Agreement except as expressly provided herein. If the Customer chooses to terminate the Agreement for any reasons not expressly provided in this Agreement, all Service fees applicable to the full then-current Term shall become immediately due and payable and Customer shall pay such in accordance with the payment terms set forth in the Subscription Form.

14. REPRESENTATIONS AND WARRANTIES

14.1 Authority Warranty. Each party represents and warrants that the representing party has full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly and validly executed and delivered by the representing party and that it constitutes the legal, valid, and binding obligation of the representing party, enforceable against it in accordance with its terms.

14.2 Ardoq Warranties. Ardoq warrants that during the Term (a) the Services will substantially perform as specified in the Documentation when used in accordance with this Agreement; (b) the Services have been and will for the duration of the Term continue to be tested for viruses and malware (including without limitation scanning with current versions of industry-standard antivirus software); (c) Professional

Services will be performed in a professional, workman-like manner with reasonable skill and care in accordance with industry standards. Ardoq's sole liability and Customer's exclusive remedy for any breach of the foregoing warranties shall be to correct the nonconformity or, in the case of Professional Services, reperform the nonconforming services, provided notice of such nonconformity is provided to Ardoq in writing within 30 calendar days of the performance thereof. If Ardoq cannot reasonably do any of the above, as determined in Ardoq's sole discretion, Ardoq will refund Customer any prepaid Fees covering the remainder of the Term for the nonconforming Service (or any fees paid for the nonconforming Professional Services).

14.3DISCLAIMERS. THE SERVICE IS PROVIDED "AS IS". ARDOQ DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE QUALITY, ACCURACY AND COMPLETENESS OF ANY DATA INTRODUCED BY THE CUSTOMER INTO SERVICE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

15.1.EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, COSTS OF REPLACEMENT SERVICES, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

15.2.LIMITATION OF TOTAL LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT, CONFIDENTIALITY, ANY WARRANTIES PROVIDED HEREUNDER AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES DURING THE 12 CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15.3UNLIMITED LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO (A) DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, (B) VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) PAYMENT OR REFUND OBLIGATIONS UNDER THIS AGREEMENT (AS APPLICABLE), (D) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, OR (E) INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 17.

16. TEMPORARY SUSPENSION OF SERVICES

Ardoq reserves the right to temporarily suspend the Service or a User's access with shorter or no prior notice to the extent it deems it necessary to protect the security and/or availability of the Services, its platforms, or other customers' data. Any such suspension shall be limited to the extent necessary to solve the issue. Ardoq shall not suspend, revoke, terminate or modify a Government Customer's rights unilaterally; Ardoq shall continue performance and pursue any dispute under the Contract Disputes Act, 41 U.S.C. 7101 et seq.

17. INDEMNIFICATION

17.1. By Ardoq. Ardoq shall have the right to intervene to defend, indemnify and hold harmless Customer and its officers, directors, employees, and agents, from and against any losses, costs and expenses (including reasonable outside attorneys' fees and costs) finally awarded or settled against Customer resulting from a claim, demand, suit, action or proceeding brought against Customer by a third party alleging that the Service used in accordance with this Agreement infringes a valid intellectual property right of such third party in the jurisdictions where the Customer is authorized to use or access the Service. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

17.2. Ardoq mitigation. If Ardoq suspects or receives information about an infringement claim, Ardoq may at its sole discretion either (i) obtain a license for Customer's continued use of the applicable part of the Service in accordance with this Agreement, or (ii) replace or modify the applicable part of the Service so that it is no longer claimed to infringe a third party right. If Ardoq reasonably determines that the foregoing options are not commercially available, Ardoq may terminate the Customer's subscription for the affected part of the Service and refund prepaid fees covering the remainder of the applicable Term calculated from the effective date of termination.

17.3. Reserved.

17.4.Process. The above indemnifications are conditional upon the indemnified party giving the indemnifying party prompt written notice of the claim, giving indemnifying party sole control of the defense and settlement of the claim (except that indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability), and giving indemnifying party all reasonable assistance at indemnifying party's expense. The indemnifying party shall be released from liability hereunder to the extent the indemnified party makes any concessions, admissions of guilt or representations of similar nature, or enters settlements without the indemnifying party's written consent. For a Government Customer, any obligation to defend, indemnify or hold harmless is subject to the availability of appropriated funds under 31 U.S.C. 1341, and the U.S. Department of Justice has the sole right to represent the United States under 28 U.S.C. 516.

17.5.Sole remedies. The rights granted under this Section shall be the indemnified party's sole and exclusive remedy with respect to the third party claims covered by this section.

18. MISCELLANEOUS PROVISIONS

18.1. Compliance with applicable laws. Ardoq provides a standard service that can be accessed in any jurisdiction via a web interface. Ardoq shall provide the Service in compliance with the laws that apply to its provision of the Services in general. Customer acknowledges that Ardoq has no control over the location where Customer will use the Services, the data that Customer will upload as Customer Data, and the use that the Customer will make of the Services. It is Customer's responsibility to use the Service in compliance with the laws that apply to their own use of the Services, taking into account their business and local requirements, and in a way that does not infringe or violate third party rights.

18.2Sanction Laws compliance. Customer acknowledges that use of the Services is regulated by Sanctions Laws. "**Sanctions Laws**" means all applicable international economic, financial or trade, including export-related, sanctions legislations, laws and regulations, including but not limited to U.S., EAR or OFAC restrictions. Customer warrants that: (a) the Customer, including its Affiliates, officers, directors, etc., are not sanctioned under Sanction Laws; (b) it will comply with applicable Sanctions Laws and it will not give access to the Services to any entity or individual sanctioned under Sanctions Laws; (c) it shall not use or allow the use of the Services in any country where such use is not allowed under applicable Sanctions Laws. Ardoq

shall comply with Sanctions Laws and shall not be obligated to perform any obligation under this Agreement to the extent that the performance of such would breach any Sanctions Laws in whole or in part or would risk initiation of any enforcement action, punitive or restrictive measures or any similar legal measures by any authority or third party.

18.3.Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party. Consent is not required in the context of (a) assignment to an Affiliate and (b) merger, acquisition, or sale of all or substantially all the assigning party's assets, provided that (i) assignee is able to comply with the assignor's obligations under the Agreement, including but not limited to Sanctions Laws, and (ii) assignor provides written notice to the non-assigning party prior to assignment or as soon as legally allowed to. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective permitted successors and assigns. Where Customer is a Government Customer, Ardoq may not assign this Agreement, nor delegate any rights or obligations under it, without the Government's prior approval, and the exceptions in (a) and (b) above do not apply to Ardoq; provided that Ardoq may engage subcontractors in accordance with Section 8 without such approval.

18.4.Force Majeure. In accordance with GSAR Clause 52.212-4(f), neither party shall be liable for any failure or delay in their performance of their respective obligations under the Agreement resulting from an event beyond such party's reasonable control, including but not limited to governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party. A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than 3 consecutive months, each Party may terminate this Agreement immediately without liability to the other party.

18.5.Entire Agreement. The Agreement constitutes the entire agreement between the parties and supersedes all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

18.6.Severability. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

18.7.Amendment. Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party (or a Contracting Officer, in the case of a Government Customer). No terms, provisions, or conditions of any web-site, portal, purchase order, or similar document will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

18.8.Notices. All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail. Notices to Ardoq shall be given to contracts@ardog.com. Notices to Customer shall be at the email address provided in the Subscription Form.

18.9.Survival of Certain Provisions. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

18.10. Governing Law and legal venue. This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the Federal law of the United States. Governing Law and Legal Venue are as defined below. For a Government Customer, this Agreement is governed by Federal law and this Section does not apply, except to the extent Federal law expressly provides for the application of a U.S state, in which the laws of Delaware will apply.



APPENDIX 1

SERVICE LEVEL AND CUSTOMER SUPPORT AGREEMENT

1. SERVICE LEVEL - AVAILABILITY TARGET

1.1 Availability Target. Ardoq will, during the Term, adopt processes and measures to provide the Services with an availability target of 99.5% measured per calendar month, excluding (a) Planned Downtime, and (b) discontinuance, disruption or instability of the operation of the Service caused by (i) the Internet or any third party service not provided by Ardoq, including, without limitation, operating systems and necessary application software used by Customer, or (ii) configuration or use of the Services done by Customer or on behalf of Customer (other than by Ardoq) not in accordance with the Documentation ("**Availability Target**"). Ardoq's monitoring and logging infrastructure will be the source of truth for determining Availability. "**Availability**" refers to the extent to which Customer's production instances of the Services are accessible by Users and the functionalities of the Services listed in the Service Description are usable. Available and Unavailable shall be construed accordingly.

1.2 Dashboard. Ardoq will make available to the Customer an online status resource on its Service availability under <https://status.ardoq.com/> or any successor websites, as communicated by Ardoq.

1.3 Planned Downtime. In the event that downtime is necessary to perform updates or maintenance to hardware or software ("**Planned Downtime**"), Ardoq will use reasonable efforts to perform Planned Downtime outside normal business hours, and shall notify Customer at least 5 business days in advance of any Planned Downtime (or 10 business days if within normal business hours). Ardoq reserves the right to provide shorter or no prior notice to the extent required to address an emergency situation. Ardoq may perform Planned Downtime up to 4 times each calendar year, for a total of up to 24 hours per year. Planned Downtime in excess of the maximum duration above shall count against the Availability Target.

2. REMEDIES

2.1 If the Service fails to meet the Availability Target, Customer's sole remedies for any resulting (a) temporary unavailability of the Service and (b) loss of data not yet saved at the time of such unavailability (e.g. text typed and not yet backed up), will be

2.1.1 Service Extension and Service Credits. Customer will have the right to request either (a) an extension of the Services, to be applied at the end of the Term ("**Service Extension**"), or (b) a corresponding credit, to be applied on the next applicable invoice ("**Service Credits**") as described in the table below. Customer must notify within 10 days after the end of the applicable calendar month of its intention to request Service Credits or a Service Extension.

Availability per calendar month	Service Extension	Service Credit
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99.4 % - 99.0 %	2 days extension	0,5% of yearly fees
98.9 % - 96.0 %	4 days extension	1% of yearly fees
<96.0 %	8 days extension	2% of yearly fees

2.1.2 Termination. If the Service has not met the Availability Target for 3 consecutive months, Customer may terminate the Service upon 30 calendar days' notice to Ardoq, and will receive a pro rata refund of any prepaid Subscription Fees for the unused period of the Service as of the date of termination.

3. CUSTOMER SUPPORT

3.1 Support. Customer may submit support requests via the in-app chat or by sending an email to support@ardoq.com. Ardoq shall address and pursue resolution of all support requests ("**Support**"), except to the extent due to: (a) use of the Service by Customer in an unauthorized manner; (b) Force Majeure Events; (c) Customer's equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions, other than those provided by Ardoq to Customer or otherwise used by Ardoq to provide the Services to Customer.

3.2 Exclusions. Support does not include implementation, configuration, integration or customization services, training or assistance with administrative functions. Such services are separately available as Professional Services.

3.3 Support Availability. Customer can access self help resources, access AI Agentic support and submit support requests 24 hours a day, 7 days a week. Ardoq's Support personnel availability will be limited based on the support level purchased by Customer, as described in the Subscription Form.

3.4 Priority; Target Response Times. Ardoq's Support personnel aim to provide a first response to Customer as soon as possible and in any case within the following time frames. Customers can submit requests with the priority level below; provided Ardoq reserves the right to reasonably increase or decrease the priority level at its discretion. For clarity, Ardoq does not promise or guarantee any specific response time.

Request Priority Level	Description	Target First Response Time
Urgent	A major feature has stopped working	1 business hour
Non-Urgent	"I have an issue that's slowing me down" or "I have a general question"	8 business hours

3.5 Customer Cooperation. Customer agrees to cooperate with Ardoq as requested to the extent necessary to pursue resolution of a support request. This includes, without limitations, providing information regarding aspects of the Service that are unavailable or not functioning correctly, impact on Users, browser console logs, or screenshots (if necessary), permission for account access (if required for troubleshooting), availability of Customer personnel.

APPENDIX 2

DATA PROCESSING AGREEMENT

1. PURPOSE

This Data Processing Agreement ("**DPA**") regulates the parties' rights and obligations in connection with Ardoq ("**Data Processor**") processing personal data on behalf of the Customer ("**Data Controller**"). The purpose of the DPA is to comply with the requirements for data processor agreements according to Data Protection Laws. "**Data Protection Laws**" mean any laws applicable to the processing of Personal Data under the Agreement, including but not limited to, the General Data Protection Regulation EU 2016/679 and the United Kingdom Data Protection Act 2018 (including UK GDPR) (jointly "**GDPR**"). Personal Data, Processing, Subprocessors, Breach, Data Controller and Data Processor shall have the meanings given to them under Data Protection Laws. The Term "Personal Data" includes "Personal Information" and "Personally Identifiable Information"; "Data Processor" includes "Service Provider"; "Data Subject" includes "Principal" or "Consumer".

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

2. SCOPE OF PROCESSING

2.1 Personal Data. The Data Processor will Process the following types of Personal Data on behalf of the Data Controller:

- Name, business email address, IP address, title,
- other Personal Data inserted into the Service by Data Controller.

2.2 Data Subjects. The Personal Data is connected to the following categories of Data Subjects:

- Users.
- Other Data Subjects whose Personal Data are uploaded into the Service by Data Controller.

2.3 Purpose. The Data Processor shall process the Personal Data for the following purposes:

- Fulfilling the Agreement with the Data Controller.

2.4 Duration of processing

- Duration of the Agreement.

2.5 Subject-matter and nature of processing

- Provision of the Services, as defined in the Agreement.

3. DATA PROCESSOR'S DUTIES

3.1 Compliance with Instructions. When Processing Personal Data on behalf of the Data Controller, the Data Processor shall follow Data Controller's instructions, unless otherwise provided by applicable laws. The parties agree that this DPA represents the original instructions of the Data Controller. Data Controller may submit new instructions in writing, provided that such new instructions will be consistent with the scope and purpose of the Services purchased. Data Processor shall use reasonable effort to promptly notify Data Controller if it believes that new instructions might be violating Data Protection Laws, provided however that Data Controller remains solely responsible for the lawful collection and upload of Personal Data into the Services.

3.2 Confidentiality. The Data Processor is subject to an obligation of confidentiality regarding data that the Data Processor gets access to under the DPA. This provision also applies after the termination of the DPA. The Data Processor is obliged to ensure that persons who process the Personal Data for the Data Processor have committed themselves to confidentiality.

3.3 Cooperation. Data Processor shall assist the Data Controller in ensuring compliance with its obligations under Data Protection Laws. Data Controller acknowledges and agrees that, taking into account the automated nature of the Processing performed by the Data Processor and that the Services are of a self-service nature, where all data input are administered directly by Data Controller, this assistance might be provided by making available to the Data Controller automated means to manage and administer Personal Data in the Services.

4. SUB-PROCESSORS

4.1 General Consent. Data Controller consents to the use by Data Processor of the Subprocessors listed in attached Schedule 2A of the Effective Date of this Agreement.

4.2 New Subprocessors. In addition, the Data Processor has the right to add or replace Subprocessors, but is obliged to inform the Data Controller of any such intended changes, so that the Data Controller has the opportunity to object to the changes. The information shall be given at least 45 calendar days prior to the planned changes taking effect. In order to receive such notification, Data Controller shall register on Ardoq's website on the page that identifies its current subprocessors. The Data Controller has a right to object to the change in writing within the above period, explaining reasonable grounds for objections, and the parties shall use reasonable efforts to solve the objection of Data Controller. If the parties cannot find an agreement and Data Processor decides to proceed with the change despite the Data Controller's reasonable objections, the Data Controller has the right to terminate the Agreement no later than 45 calendar days after the change is implemented.

4.3. Obligations of Data Processor respect to Subprocessors. Data Processor shall ensure that its agreements with the Subprocessors include obligations consistent with those set forth in this DPA. The Data Processor shall remain fully liable to the Data Controller for the acts and omissions of any Subprocessors under the Agreement as if they were its own.

5. TRANSFERS OF PERSONAL DATA SUBJECT TO GDPR

To the extent Processing under the Agreement is subject to the GDPR, the Data Processor commits to not transfer the Personal Data processed on behalf of Data Controller hereunder outside the EEA (including the

EU), UK and Switzerland, unless it has ensured that there is a legal basis for the transfer of such Personal Data outside the GDPR Area or unless required by mandatory provisions of applicable law.

6. SECURITY AND BREACHES

6.1 ISMS. The Data Processor shall through planned and systematic measures implement appropriate technical and organizational measures to ensure a satisfactory level of security, e.g. in relation to confidentiality, integrity and availability. The Information Security Management System applicable as of the effective date of the Agreement is described in Appendix 3.

6.2 Notification of Breaches. The Data Processor shall notify the Data Controller without undue delay - and in any case no later than 72 hours - after becoming aware of a Breach impacting the Data Controller's Personal Data. The notification shall contain sufficient information so that the Data Controller may assess whether the Breach must be notified to the authorities or to the Data Subjects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

6.3 Notification contact details. In order to ensure fast delivery, Breach notifications will be made via email to the security contact(s) provided by Data Controller in the Services. Data Controller acknowledges that it is responsible for maintaining up to date contacts during the course of the Term. Multiple contacts are possible.

6.4 Notifications to Authorities and Data Subjects. Unless otherwise required by Data Protection Laws, Data Controller shall determine for any Breach (i) whether and when notice will be provided to any authority and which authority to notify; (ii) whether and when notice will be provided to Data Subjects; (iii) the content of any such notice(s); (iv) the timing for, and method of, delivery of any such notice(s). The Data Processor shall provide reasonable cooperation to such notification efforts, however the Data Processor shall neither be obligated nor authorized to make any such notifications on behalf of the Data Controller.

7. DOCUMENTATION AND SECURITY AUDITS

7.1 Security Documentation and reports. The Data Processor shall maintain reasonable documentation that proves that the Data Processor complies with its obligations under this DPA and regularly conduct security audits as required to maintain ISO27001 and SOC2 Type 2 certifications. Data Processor shall make such documentation, including certifications and with the results of such audits, available to the Data Controller upon request.

7.2 Audits. To the extent the documentation and the audit reports are not sufficient to address the Data Controller's reasonable audit requirements under Data Protection Laws, Data Controller may request additional information in writing or conduct audits and inspections ("**Audit**"). Data Controller shall use reasonable efforts to limit its Audit requests to one per calendar year, unless in case of Breach, and shall cooperate with Data Processor to avoid disruptions to Data Processor's business operations, including by jointly agreeing on the agenda of the Audit. The above audits may be carried out by the Data Controller or a third party mandated by the Data Controller in agreement with the Data Processor. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service.

7.3 Outcome of an Audit. The outcome of an Audit shall be considered Confidential Information of Data Processor. Data Processor shall promptly address at its own costs any non compliance identified by the Audit.

8. DATA SUBJECTS RIGHT REQUESTS

8.1 Automated Means. Data Processor shall make available to Data Controller automated technical and organisational measures for the fulfilment of Data Controller's obligation to respond to requests of Data Subjects for exercising their rights under Data Protection Laws in regard to the Personal Data processed in the Services on behalf of the Data Controller. To the extent the Data Controller requires additional assistance from the Data Processor, the Data Processor may offer such assistance as a separately paid service.

8.2 DSR. Should the Data Processor receive a data subject request directly from a Data Subject concerning the exercise of their rights with respect to the Personal Data processed pursuant to this DPA, the Data Processor shall not answer it directly unless to the extent mandatorily required by Data Protection Laws, and it shall promptly instruct said Data Subject to contact the Data Controller instead.

9. TERM OF THE DPA

The DPA applies as long as the Data Processor processes Personal Data on behalf of the Data Controller in connection with providing the Service to the Data Controller.

10. TERMINATION

The DPA may only be terminated together with the Agreement, in accordance with the termination clauses in the subscription terms. Termination of the subscription terms also constitutes a termination of the DPA.

11. RETURN AND/OR DELETION OF DATA UPON TERMINATION OF THE DPA

11.1 Return. The Data Processor shall make available to the Data Controller a standard feature allowing the Data Controller to export the Personal Data from the Services at any time during the Term. Following the expiration or termination of the Term, Data Processor shall support Data Controller in retrieving Personal Data upon request, provided that such request is provided at least 10 days prior to the expiration of the Retention Period.

11.2 Deletion. Except to the extent prohibited to do so by law, the Data Processor will permanently erase all Personal Data processed as part of Customer Data on behalf of the Data Controller following the lapse of a standard 90 calendar days retention period from termination or expiration of the Agreement ("**Retention Period**").



Appendix 2A - Subprocessors

For any information regarding each of these providers' subprocessors, please consult Ardoq's webpage where the current Subprocessors are posted.

Hosting Providers

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
Amazon AWS Amazon Bedrock	Amazon Web Services EMEA SARL	Org no: B186284	38 Avenue John F. Kennedy L-1855 Luxembourg	Hosting and back-up of the Ardoq Services (primary data center) AI Services	All customer data stored within Ardoq	Customer choice	Data Protection Officer for Amazon Web Services EMEA SARL: aws-EU-privacy@amazon.com
Microsoft Azure	Microsoft Ireland Operations Ltd	Org no: IE256796	One Microsoft Place, South County Business Park, Leopardstown	Hosting and back-up of the	All customer data stored	Customer choice	Microsoft EU Data Protection Officer: One Microsoft Place, South County Business Park,

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
			Dublin 18, Ireland	Ardoq Services	within Ardoq		Leopardstown Dublin 18, D18 P521, Ireland Telephone: +353 (1) 706-3117

Ardoq Affiliates

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
Ardoq AS	Ardoq AS	Org no: 912017818	Grensen 9b, 0159 Oslo, Norway	Customer support	Ardoq users: name, email address, IP address, user role, user ID	EU/EEA	privacy@ardoq.com
Ardoq Denmark ApS	Ardoq Denmark ApS	Org no: 39533189	Woods Office Augusthus, Amagerfælledvej 106, 2300 København, Denmark	Customer support	Ardoq users: name, email address, IP address, user role, user ID	EU/EEA	privacy@ardoq.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
Ardoq UK Limited	Ardoq UK Limited	Org no: 224418076	2nd Floor, 1FA, 1 Finsbury Avenue, London EC2M 2PF, United Kingdom	Customer support	Ardoq users: name, email address, IP address, user role, user ID	UK (Adequacy Decision)	privacy@ardoq.com
Ardoq Inc.	Ardoq Inc.	Org no: 83-3760760	443 Park Ave S 2nd Floor New York, NY 10016, USA	Customer support	Ardoq users: name, email address, IP address, user role, user ID	USA (SCCs)	privacy@ardoq.com

Third Party Service Providers

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
Intercom	Intercom R&D Unlimited Company	Org no: IE538158	Stephen Court 18-21 St. Stephen's	Customer support Communication	Ardoq users: name, email address,	EU/EEA	Intercom Data Protection Officer: dataprotectio

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
			Green Dublin 2, Ireland		IP address, user role, user ID		n@intercom.io
Attensi	Attensi AS	Org no: 994 202 367	Gaustadalléen 21 0349 Oslo, Norway	Customer training	Ardoq users who wish to take additional training on how to use the platform: name, email address	EU/EEA	Attensi Data Protection Officer: dataprotectionofficer@attensi.com
Beamer	Joincube, Inc.	Org no: 5428195	3500 South Dupont Highway Dover, Delaware 19901 United States	In-Service communications	Ardoq users: IP address, user role, hashed user ID	EU/EEA	https://trust.userflow.com/subprocessors

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
SanaLabs	Sana Labs AB	Org no: 559060-6579	Riddargatan 32, 114 57 Stockholm, Sweden	Customer training	Ardoq users who wish to take additional training on how to use the platform: name, email address	EU/EEA	Data Protection Officer: privacy@sanalabs.com
Navattic	Navattic, Inc.	EIN: 611953840	2261 Market St #4301 San Francisco, CA 94114, United States	Customer training	Ardoq users who wish to take additional training on how to use the platform: IP address and analytics on demo views and	USA (SCCs)	privacy@navattic.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
					interactions, including clicked links		
Google Workspace Gemini Enterprise	Google Cloud EMEA Limited	Org no: 502088-6775	Velasco, Clanwilliam Place, Dublin 2, Ireland	Communication (email) Efficiency in customer success processes	Ardoq users: name, email address, user role	EU/EEA	Data Privacy Officer for Google Workspace: enterprise-dpo@google.com https://support.google.com/cloud/contact/dpo
HubSpot	HubSpot Ireland Limited	Org no: IE515723	One Dockland Central, Guild Street, Dublin 1, Ireland	Sending communication outside the service	Ardoq users: name, email address, user role	USA (SCCs + DPF)	HubSpot Privacy Team privacy@hubspot.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
Salesforce	SFDC Ireland Limited	CRO: 394272	Level 1, Block A, Nova Atria North, Sandyford Business Park, Dublin 18, Ireland	Customer success analysis	Ardoq users: name, email address, user role	EU/EEA	Salesforce Privacy Team privacy@salesforce.com
RedShift	Amazon Web Services EMEA SARL	Org no: IE256796	38 avenue John F. Kennedy L-1855 Luxembourg	User analytics	Ardoq users: user ID, user role, tracking events (including links clicked)	EU/EEA	Data Protection Officer for Amazon Web Services EMEA SARL aws-EU-privacy@amazon.com
Segment	Twilio Ireland Limited	Org no: IE557454	70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland	User analytics	Ardoq users: user ID, user role, tracking events (including	USA (SCCs + DPF)	Office of the Data Protection Officer privacy@twilio.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
					links clicked)		
Amplitude	Amplitude, Inc.	Org no: 0001866692	201 3rd Street, Suite 200 San Francisco, CA 94103 United States	User analytics	Ardoq users: user ID, user role, tracking events (including links clicked)	EU/EEA	privacy@amplitude.com
Dovetail	Dovetail Research Pty. Ltd.	ABN: 84 615 270 025	Level 1, 276 Devonshire Street, Surry Hills, NSW 2010, Australia	Collecting and analyzing product feedback	Champion Ardoq users: name, email address Any additional customer data shared during	EU/EEA	legal@dovetail.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
					customer calls		
Claude Cowork Claude Code	Anthropic, PBC	Org no.: 86-1696045	548 Market Street ST, 94104 San Francisco, California, United States	AI-powered efficiency in Customer Success and Customer Support operations, customer communications (email and meetings), and usage analytics interpretation	Ardoq users: name, email address, IP address, user role, user ID	USA (SCCs)	privacy@anthropic.com
Jira	Atlassian Corporation Plc	ACN: 102 443 916	Level 6, 341 George Street, Sydney, New South Wales, 2000, Australia	Customer support and incident management	Ardoq user reporting the incident or or affected:	EU/EEA	privacy@atlassian.com

Sub-processor product / service	Full legal name	Org. number	Corporate address	Description of processing	Data Processed	Location & transfer mechanism	Contact details
					Name, email address, IP address, user role, user ID Additional data captured in the incident details		
Slack	Slack Technologies Limited	Org no.: 558379	Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	Communication, customer support and incident management	Ardoq user reporting the incident: Name, email address, IP address, user role, user ID	EU/EEA	privacy@slack.com



APPENDIX 3

ARDOQ INFORMATION SECURITY

1. Information Security Management System

1.1 Ardoq shall establish and develop an Information Security Management System (**ISMS**) encompassing policies, standards and procedures to ensure information security is addressed as part of the development and operation of the Ardoq Services. Ardoq reserves the right to update and develop the ISMS and the security measures listed herein without notifying the Customer in order to adapt to, among others, evolving industry standards, emerging technologies, cybersecurity threats, provided that such changes will not reduce the level of security described herein.

1.2 Ardoq shall perform an internal information security risk assessment at least annually and in any case in connection with significant organizational changes. Risk assessments shall follow a process modelled on NIST Special Publication 800-30 Revision 1.

2. Organizational Security

All Ardoq employees shall be required to adhere to a Code of Conduct and Acceptable Use Policy including maintaining confidentiality of Customer Data. Upon hiring and thereafter at least on an annual basis, employees shall receive regular security awareness training and must read and acknowledge Ardoq's information security policies.

3. Access Control

Customer data shall be processed in dedicated cloud-based production environments and limit access to such environments on a strict need to know basis for the purpose of delivering the Services. Administrative access shall be restricted to specifically authorized personnel, and access rights shall be reviewed on a regular basis. Multi-factor authentication (MFA) shall be required for access to production systems and most internal Ardoq business systems.

4. Operations Security

4.1 Ardoq shall implement cloud-native components to operate and secure the SaaS platform, including but not limited to containerisation, security groups and auto-scaling. Base virtual hosts shall be updated nightly with security patches. Containers shall be built on trusted base images and updated continuously as part of Ardoq's Continuous Delivery model.

4.2 Logs shall be aggregated from hosts and cloud infrastructure components and monitored using a SIEM. Logs will be retained for pre-defined periods based on business need and risk, in accordance with Ardoq retention policy.

5. Physical and Environmental Security

The Ardoq Cloud Platform shall be hosted with the cloud infrastructure providers listed in the applicable DPA (Hosting Providers). Customer acknowledges that physical and environmental security depends on Hosting Providers. Ardoq shall solely rely on Hosting Providers providing security compliance programs including certification against ISO/IEC 27001, ISO/IEC 27017 and ISO/IEC 27018 as well as regular SOC 2 (Type II) audits. The audited security controls include dedicated security staff, strictly managed physical access control, and video surveillance.

6. Cryptography

6.1 Data in transit between Users and the Services shall be encrypted and authenticated using TLS 1.2.

6.2 Data at rest stored in the Ardoq Services shall be encrypted using 256-bit AES. Key management is supported by Hardware Security Modules (HSMs) validated under FIPS 140-2.

7. Communications Security

Ardoq shall monitor and mitigate against potential attacks by implementing tool such as, without limitation, a web application firewall, network-level firewalling, and security groups to segregate different processing operations. In addition, the Ardoq platform shall contain Distributed Denial of Service (DDoS) prevention defenses.

8. Software Development Lifecycle (SDLC) Security

8.1 Ardoq employs a Continuous Delivery model. Changes and improvements to the platform are developed and tested on separate branches and merged via Pull Requests. Pull Requests must be reviewed by at least one other developer for quality and security.

8.2 Third-party components shall be automatically reviewed for security vulnerabilities, triaged, prioritised, and updated.

8.3 The Ardoq Cloud Platform shall be subject to vulnerability assessments, including:

- Dynamic scans: Ardoq shall test for potential vulnerabilities on a weekly basis.
- Bug bounty program: Ardoq shall crowd-source vulnerability research through an invite-only bug bounty program.
- Annual penetration test: Ardoq shall contract an external third party to conduct an annual penetration test of the Cloud Platform to augment the other assessments.

9. Information Security Incident Management

Ardoq's security incident process flows and investigation data sources are pre-defined during recurring preparation activities and exercises, and are refined through investigation follow-ups. We use standard incident response process structures to ensure that the right steps are taken at the right time. Incident response exercises are conducted once per quarter.

10. Business Continuity Management

All Customer Data shall be backed up and stored in encrypted form at a separate cloud infrastructure provider. Production environments are instrumented using Infrastructure-as-Code technologies such as Terraform and Ansible, allowing for rapid re-deployment. Disaster response drills shall be conducted at least twice a year.

11. Compliance

11.1 Ardoq's ISMS shall maintain an ISO 27001:2017 certification. Ardoq's ISMS implements a risk-based approach to planning, implementing, measuring and continuously improving appropriate security controls. The scope of Ardoq's ISO 27001:2017 certification is the development, operation, and maintenance of the Ardoq SaaS platform.

11.2 Ardoq shall undergo annual SOC 2 (Type II) audits. The annual audit shall be based on the Auditing Standards Board of the American Institute of Certified Public Accountants' current Trust Services Criteria (AICPA TSC 2017). The audit report provides a third-party attestation of the organization's policies and processes relevant to security and may be provided upon request.

11.3 Ardoq is listed in the Cloud Security Alliance's Security, Trust, Assurance and Risk (STAR) registry. Customers and prospective customers can view our STAR Level 1 entry and access our completed CAIQ at <https://cloudsecurityalliance.org/star/registry/ardoq/services/ardoq/>.