



Peregrine Technologies, Inc.

End User Terms of Service and License Agreement

1. Definitions.

Agreement means this Peregrine Technologies, Inc. End User Terms of Service and License Agreement.

Ancillary Services means additional services provided by Peregrine, including data integration, configuration, implementation, onboarding, and training necessary to enable End User's use of the Service, as described in the applicable Order Form.

Authorized Reseller means a third party authorized by Peregrine under a separate reseller, channel partner, or distribution agreement to market, resell, or distribute the Service to End Users.

Authorized Sharing means the disclosure of Customer Data to one or more third parties solely to support End User's operational needs, as expressly permitted in a separate written agreement between Peregrine and End User. Any such sharing will occur only as specifically authorized by End User and implemented by deliberate configuration within Peregrine's platform. Customer Data will not otherwise be disclosed to any third party.

Authorized Users means individuals authorized by End User to access and use the Service on End User's behalf, including End User's employees, contractors, and agents, solely for End User's internal business purposes. End User shall be responsible for all acts and omissions of Authorized Users.

CJIS Security Policy means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

Client-Side Software means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

Confidential Information means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

Customer means the legal entity that has entered into a valid Order Form, subscription agreement, or other written agreement (including through a Reseller, as defined below) with Peregrine or an authorized Reseller for access to the Service, on whose behalf End Users are authorized to access and use the Service. Where access to the Service is obtained through a Reseller, "Customer" refers to the



end-client legal entity in whose name or for whose benefit the applicable reseller order is placed, and not the Reseller itself.

Criminal Justice Information Services Division or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

Customer Data means any of the End User's data, information, documents, or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases End User procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Usage Analytics.

Customer-Owned or Licensed Products means software, services, databases, or systems owned by Customer or licensed by Customer from a third party, which interoperate with the Service.

Embedded Components means third-party technologies incorporated into Peregrine's platform and provided as part of the Service.

End User has the meaning given to "Customer" under this Agreement, and the terms may be used interchangeably herein.

End User-Owned or Licensed Products means software, services, databases, or systems owned by End User or licensed by End User from a third party, which interoperate with the Service.

Documentation means the materials supplied by Peregrine hereunder, in any media, including any and all installers', operators', and users' manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

Peregrine means Peregrine Technologies, Inc.

The **Peregrine Technology** means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software, and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how, and other trade secrets, techniques, designs, inventions, and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Ancillary Services. Peregrine Technology does not include Embedded Components.

Personal Information means information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

Scope of Work means a written document, mutually agreed upon by Peregrine and End User (or End User's Authorized Reseller or distributor), that describes the Ancillary Services to be provided, the applicable fees, and other relevant terms.



Sensitive Information means Customer Data that is proprietary, confidential, restricted, or otherwise requires sensitive treatment, as identified by End User in accordance with this Agreement.

Service means Peregrine's proprietary platform, consisting of a hosted web-based interface and the Client-Side Software.

Third-Party Data means data or content made available through the Service that originates from a source other than Peregrine or Customer, and that Peregrine is authorized to provide access to as part of the Service. Third-Party Data does not include Customer Data, Embedded Components, or data accessed through Customer-Owned or Licensed Products.

Usage Analytics means data relating to the operation, support, and/or Customer's use of the Service, including logs, telemetry, operational metrics, performance data, and other technical information generated in connection with such use. Usage Analytics does not include Customer Data but may be derived from Customer's interaction with the Service. Peregrine owns all right, title, and interest in Usage Analytics. Peregrine may use Usage Analytics solely for internal business purposes to operate, maintain, and improve the Service, to develop new features, and for security and compliance purposes.

2. Provision of the Service and Additional Services.

Access Rights. During the Term, End User may: access and use the Service for the authorized number of Authorized Users pursuant to the Sales Order or Reseller Agreement (each as defined below) provided that such access is solely for End User's internal business purposes and not for the benefit of any third party. Peregrine provides authentication credentials for individual Authorized Users upon request, onboarding and training services, and technical support during normal business hours.

Ancillary Services. Peregrine will provide Ancillary Services as part of the Service, including implementation, configuration, initial data integrations, onboarding, and training necessary to enable Customer's use of the Service. Peregrine will provide Customer with an introductory training session that includes an overview of the Service, background on accessible data sources as of the Effective Date, and an introduction to the analytic capabilities of the Service.

Any services requested by Customer that are outside the scope of the Ancillary Services described herein ("Additional Services"), including with respect to data integrations that are not set forth in this Order Form, shall be subject to a Scope of Work attached to the applicable sales contract or order between Peregrine and Customer (such sales contract or order between Peregrine and Customer, the "**Sales Order**") or an Authorized Reseller (such sales contract or order between Peregrine and an Authorized Reseller, the "**Reseller Agreement**").

Access and Policies. End User grants Peregrine access to its facilities necessary to provide Services and agrees to provide offsite access to Customer Data and production platforms. Peregrine complies with the CJIS Security Policy.

Suspension. Peregrine may temporarily suspend End User's access under certain circumstances, including but not limited to security threats, unauthorized use, or applicable law (any such event, a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide notice and



resume service promptly upon resolution. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

Customer-Owned or Licensed Products. The Service may interoperate with Customer-Owned or Licensed Products. End User is solely responsible for obtaining and maintaining all necessary rights to Customer-Owned or Licensed Products, and Peregrine is not responsible for their availability, performance, or compliance. End User represents and warrants that it has all necessary rights, power, and authority to authorize Peregrine to access and transmit Customer Data from Customer-Owned or Licensed Products into the Service. End User's use of Customer-Owned or Licensed Products remains subject to the applicable terms and conditions for those products. The availability of integrations with Customer-Owned or Licensed Products may depend on the continued support of those products and their interfaces by the applicable third-party provider. Peregrine will make commercially reasonable efforts to maintain integrations but is not responsible for changes to or discontinuation of such products or their interfaces, or for any unavailability, interruption, or loss of data to the extent caused by Customer-Owned or Licensed Products.

Embedded Components. The Service may include Embedded Components. Embedded Components are provided as part of the Service, do not require End User to obtain separate licenses, and are subject to the same security standards and controls as the rest of the platform. Embedded Components do not create any independent right or mechanism for sharing Customer Data with third parties.

3. Intellectual Property.

Ownership of Intellectual Property. Except for the limited rights or licenses granted hereunder, Peregrine retains all rights, title, and interest, including all intellectual property rights, in and to the Peregrine Technology, the Documentation, and Usage Analytics, including any enhancements, improvements, modifications, derivative works, configurations and integrations developed in connection with End User's use of the Service. Except for the limited rights or licenses granted hereunder, End User retains all rights, title, and interest in and to Customer Data. Other than as expressly set forth above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to End User, and all such licenses and rights are hereby expressly reserved to Peregrine.

License Grant. Subject to the terms and conditions of this Agreement and the applicable Sales Order or Reseller Agreement, as applicable, Peregrine hereby grants End User a limited, non-exclusive, non-transferable, non-sublicensable right to (a) access and use the Service solely for End User's internal business purposes and (b) download, install, and use any Client-Side Software for such purposes during the applicable License Term (as defined below).

License Term. The license granted to End User in this Agreement is effective only for the duration of the applicable term specified in the Sales Order or Reseller Agreement, as applicable (the "**License Term**").

Restrictions on Use. End User shall not use the Service for any purposes beyond the scope of access granted under this Agreement or in violation of applicable law. Without limiting the generality of the



foregoing, End User shall not, and shall ensure Authorized Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way.

License to Customer Data. End User hereby grants Peregrine a limited, non-exclusive, worldwide license to use, access, host, store, reproduce, transmit, display, and process Customer Data as necessary to provide the Service, in accordance with this Sales Order or Reseller Agreement, as applicable, and this Agreement, including to provide technical support, Ancillary Services, and any Additional Services. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

4. End User Responsibilities.

Generally. End User is responsible for Authorized User activities, the integrity of Customer Data (including, without limitation, the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data), preventing unauthorized access, ensuring unique Authorized User accounts, and complying with applicable laws, rules, or regulations. End User shall be responsible for any breach of this Agreement by an Authorized User as though such Authorized User were a party hereto.

CJIS Security Requirements. End User certifies that it and its Authorized Users will comply with all applicable CJIS policies and practices regarding data protection, access control, transaction logging, background screening, and user account policies.

Operation Restrictions. End User shall ensure that Authorized Users safely operate the Service, especially avoiding distractions in moving vehicles.

Publicity Rights. End User grants Peregrine the right to use End User's name in Peregrine's marketing materials, website, and customer lists to identify Customer as a user of the Service to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.



5. Data Access, Sharing, and Security.

Usage Analytics. End User agrees that Peregrine may generate Usage Analytics about End User's usage of the Service, including operating, maintaining, securing, and improving the Service, and developing new features and/or functionality. End User agrees that Peregrine may use such Usage Analytics for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services. Upon instruction, Peregrine shall destroy Usage Analytics with respect to End User following termination of the Sales Order or Reseller Agreement, and this Agreement.

CJIS Security Policies. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

Third-Party Data. Any Third-Party Data provided to Peregrine in connection with Peregrine's provision of the Service is subject to the ownership rights and retention policies of the applicable third-party provider. End User's rights to use such Third-Party Data are limited to those expressly granted to Peregrine by such third-party provider. Peregrine makes no representations or warranties regarding Third-Party Data and Peregrine is not responsible for the accuracy, timeliness or completeness of Third-Party Data. Both End User and Peregrine agree to use commercially reasonable efforts to maintain End User's access, and facilitate Peregrine's access, to such Third-Party Data during the term of this Agreement. Peregrine may suspend or terminate access to Third-Party Data for inclusion in the Service if (a) Peregrine's rights to provide such data expire or are terminated, or (b) continued provision of such data would materially impair the Service.

Processing of Personal Information. Personal Information collected directly by Peregrine from Authorized Users is governed by Peregrine's privacy policies attached hereto and available at <https://www.peregrine.io/privacy-policy> and <https://peregrine.io/platform-privacy-policy>, each; Personal Information within Customer Data is governed by this Agreement.

Sensitive Information; Marking Requirements. End User is responsible for clearly marking and identifying Sensitive Information provided to Peregrine. Failure to mark information appropriately may waive special protections.

6. Confidentiality.

Protection. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.



Exceptions. The parties' obligations above shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; or (e) has been distributed pursuant to Customer's request in connection with Authorized Sharing (as separately agreed between the Parties).

Public Records Acts. Peregrine acknowledges that End User is a public entity and may be governed by applicable laws, rules, or regulations relating to public records. End User agrees to use commercially reasonable efforts to provide notice before any disclosure of Peregrine's confidential or proprietary information. Peregrine recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Remedies. Each party acknowledges that a breach of its confidentiality obligations under this Agreement may cause irreparable harm to the other party for which monetary damages may be an inadequate remedy. Accordingly, in the event of any such breach or threatened breach, the non-breaching party shall be entitled to seek injunctive relief without the necessity of posting bond or other security, in addition to any other remedies available at law or in equity. Notwithstanding the foregoing, for U.S. Government customers, this provision shall be interpreted so as not to conflict with FAR 52.212-4(d).

7. Warranties & Disclaimers.

Warranties. Peregrine warrants professional service delivery and Service conformity, in all material respects, with Documentation. Peregrine does not warrant that the Service will be uninterrupted or error-free.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, AND, FOR U.S. GOVERNMENT CUSTOMERS, UNLESS REQUIRED BY FAR 52.212-4(O), PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD-PARTY DATA, CUSTOMER-OWNED OR LICENSED PRODUCTS AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PEREGRINE DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION GENERATED BY THE SERVICE.

8. Limitation of Liability.

Limitation of Liability. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL



AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO PEREGRINE FOR THE SERVICES IN CONNECTION WITH THIS AGREEMENT AND IN THE PAST TWELVE (12) MONTHS DIRECTLY PRECEDING THE CLAIM WHICH GAVE RISE TO LIABILITY HEREUNDER.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL PEREGRINE BE LIABLE TO END USER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PEREGRINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. Termination and Data Deletion.

Termination and Data Deletion. Upon expiration or termination of the Reseller Agreement or Sales Order, as applicable, and this Agreement, following thirty (30) days from the expiration or termination date, Peregrine shall have no obligation to maintain or provide any Customer Data or Third-Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may retain and use Usage Analytics in perpetuity.

10. General Terms.

Governing Law. This Agreement shall be governed by the Federal laws of the United States. Notwithstanding the foregoing, for U.S. Government customers, this clause shall be interpreted so as not to conflict with Federal law.

Notices. Notices under this Agreement must be in writing and delivered as specified in the applicable Customer Agreement. If the applicable Customer Agreement does not specify a method or recipient for notices, notices to Peregrine shall be sent via email to the attention of Chief Legal Officer, Peregrine Technologies, legal@peregrine.io, and notices to End User shall be sent to the email address associated with End User's account or as otherwise reasonably determined by Peregrine.

Nondiscrimination and Equal Opportunity. Peregrine complies with United States and State of California nondiscrimination and equal opportunity laws.

Licenses and Permits. Peregrine maintains all necessary licenses, permits, and qualifications required to perform Services.

Waiver; Severability. No waiver of rights is implied; invalid provisions are adjusted to uphold the Agreement's intent, maintaining enforceability of remaining provisions.

Force Majeure. In accordance with GSAR Clause 52.212-4(f), Peregrine shall not be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of government, labor disputes, internet or utility failures, pandemics, public health



emergencies, cyberattacks, civil conflict, acts of terrorism, shortage of materials, transportation failures, or supply chain disruptions. Performance obligations shall be suspended, not terminated, for the duration of the force majeure event. Peregrine shall use reasonable efforts to notify End User of the occurrence of a force majeure event and to resume performance as soon as reasonably practicable after the event concludes.

U.S. Government Customers. This Section applies solely to End Users that are agencies or instrumentalities of the U.S. Government. To the extent required by applicable federal law, the parties agree that those Federal Acquisition Regulation ("FAR") and applicable agency supplement clauses that are mandatory for contracts for commercial products and commercial services shall apply. Such clauses are incorporated solely to the extent required by law and only to the extent applicable to Peregrine as a provider of commercial services and shall not be interpreted to expand Peregrine's obligations beyond those required by applicable law. In the event of a conflict between any such mandatory clause and the terms of this Agreement, the mandatory clause shall control solely to the extent of such conflict.

No Indemnification. Unless required under FAR 52.212-4(h) for U.S. Government customers, Peregrine shall have no obligation under this Agreement to indemnify, defend, or hold End User harmless from or against any claims, losses, liabilities, damages, costs, or expenses arising from or related to End User's use of the Service. Any obligation to provide indemnification to End User shall be exclusively governed by the terms of the Sales Order or Reseller Agreement, as applicable.

Export Controls. End User shall comply with all applicable export control laws and sanctions regulations. Customer shall not use the Service in violation of U.S. export control or trade sanctions laws.

Books and Records. Peregrine reserves the right to monitor and audit End User's access to and use of the Service to verify compliance with this Agreement. To the extent necessary, End User shall reasonably cooperate with Peregrine in connection with any such audit.

Privacy Policy

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

Remember that your use of Peregrine’s Website is at all times subject to our [Terms of Use](#), which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

You may print a copy of this Privacy Policy by clicking [here](#).

What this privacy policy covers

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

Personal Data

Categories of Personal Data we collect

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

Category of Personal Data	Examples of Personal Data we collect	Categories of third parties with whom we share this Personal Data
Profile or Contact Data	<ul style="list-style-type: none">- First and last name- Email	<ul style="list-style-type: none">- Service Providers- Analytics Providers

	<ul style="list-style-type: none"> - Phone Number - Group Memberships - Organization ID 	
Web analytics	<ul style="list-style-type: none"> - Web page interactions - Referring webpage/source through which you accessed the Website - Statistics associated with the interaction between device or browser and the Website 	- Analytics Providers that we collect this data from, as per their terms (see Cookies section)
Geolocation data	<ul style="list-style-type: none"> - IP address-based location information 	N/A
Professional or employment-related data	<ul style="list-style-type: none"> - Resume - Job title - Job history - LinkedIn profile 	N/A

Categories of sources of Personal Data

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

- **You**
 - When you provide such information directly to us.
 - When you use our interactive tools and Website.
 - When you send us an email or otherwise contact us.
 - When you use the Website and such information is collected automatically.
 - Through Cookies (defined in the “Tracking tools and opt-out” section below).

Our commercial or business purposes for collecting Personal Data

- **Providing, customizing and improving the Website**

- Providing you with the products, Website or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Website.
- Improving the Website, including testing, research, internal analytics and product development.
- Personalizing the Website, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).

• **Marketing the Website**

- Marketing and selling the Website.

• **Corresponding with you**

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

• **Meeting legal requirements and enforcing legal terms**

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

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

How we share your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service providers.** These parties help us host the Website or perform business functions on our behalf. They include:
 - Hosting, technology and communication providers.
- **Analytics partners.** These parties provide us with analytics services to analyze your usage of the Website. They include:
 - Google Analytics

Legal obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting legal requirements and enforcing legal terms” in the “Our commercial or business purposes for collecting Personal Data” section above.

Business transfers

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

Data that is not Personal Data

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes

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

Tracking tools and opt-out

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

We use the following types of Cookies:

- **Essential Cookies**. Essential Cookies are required for providing you with features or Website that you have requested. For example, certain Cookies enable you to log into secure areas of our Website. Disabling these Cookies may make certain features and Website unavailable.
- **Performance/Analytical Cookies**. Performance/Analytical Cookies allow us to understand how visitors use our Website. They do this by collecting information about the number of visitors to the Website, what pages visitors view on our Website and how long visitors are viewing pages on the Website. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Website’ content for those who engage with our advertising. For example, Google LLC (“Google”) uses cookies in connection with its Google Analytics Website. Google’s ability to use and share information collected by Google Analytics about your visits to the Website

is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google's use of Cookies by visiting the Google advertising opt-out page at www.google.com/privacy_ads.html or the [Google Analytics Opt-out Browser Add-on](#).

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

To explore what Cookie settings are available to you, look in the "preferences" or "options" section of your browser's menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <https://www.allaboutcookies.org/>.

Data security and retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. Although we work to protect the security of your data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

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

Personal Data of children

As noted in the [Terms of Use](#), we do not knowingly collect or solicit Personal Data about children under 16 years of age; if you are a child under the age of 16, please do not attempt to register for or otherwise use the Website or send us any Personal Data. If we learn we have collected Personal Data from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age may have provided Personal Data to us, please contact us at privacy@peregrine.io.

California resident rights

If you are a California resident, you have the rights set forth in this section. Please see the “Exercising your rights” section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers’ end users or employees in connection with our provision of certain Website to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at privacy@peregrine.io

Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third-party recipient. If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to each category of third-party recipient.

Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Website or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

Exercising your rights

To exercise the rights described above, you or your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a "Valid Request." We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.

We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Email us at: privacy@peregrine.io

You may also authorize an agent (an “Authorized Agent”) to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

Personal Data sales opt-out and opt-in

We will not sell your Personal Data, and have not done so over the last 12 months. To our knowledge, we do not sell the Personal Data of minors under 18 years of age.

We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or Website access, charge you different prices or rates, or provide you a lower quality of goods and Website if you exercise your rights under the CCPA. However, we may offer different tiers of our Website as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or Website you receive related to the value of Personal Data that we receive from you.

Other state law privacy rights

California resident rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties' direct marketing purposes; in order to submit such a request, please contact us at privacy@peregrine.io. However, we do not currently provide your Personal Data to any third parties.

Nevada resident rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at privacy@peregrine.io with the subject line "Nevada Do Not Sell Request" and providing us with your name. However, we do not currently provide your Personal Data to any third parties.

European Union and United Kingdom data subject rights

EU and UK residents

If you are a resident of the European Union ("EU"), United Kingdom ("UK"), Lichtenstein, Norway or Iceland please do not attempt to send us Personal Data. We do not currently collect Personal Data of EU or UK residents via the Website, and our products and services advertised on the Website are not available to EU and UK residents at the moment.

Contact information

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

privacy@peregrine.io

Peregrine Technologies, Inc
P.O. Box 7775 #69596
San Francisco, CA 94120-7775

Platform privacy policy

At Peregrine, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. **By using or accessing our real-time decision and operations management platform, available at app.peregrine.io, (the “Platform”), you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and share your information as described in this Privacy Policy.**

Ensuring the privacy and security of your data is a matter of the highest importance at Peregrine. We place strict internal controls over access to Platform user data and have technical controls and audit policies in place to ensure the confidentiality, integrity, and availability of such data. We also employ industry leading technology to safeguard Platform user data, and the Platform uses full volume encryption on all data stored at rest, with secure backups and robust backup policies, and Transport Layer Security (TLS) connections to transmit data over HTTPS. Like most SaaS platforms, we do gather analytics from authorized users within the Platform, as discussed in this Privacy Policy; however, we take steps to ensure that any such data is not used for advertising or any other purposes beyond internal product and training improvements by us or our Service Providers.

As we continually work to improve our Platform, we may need to change this Privacy Policy from time to time. We will alert you of material changes by placing a notice on the Platform or by some other means. If you use the Platform after any changes to the Privacy Policy have been posted, that means you agree to all such changes.

What this privacy policy covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Platform. “**Personal Data**” means any information that identifies or relates to a particular individual user and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules or regulations. This Privacy Policy applies only to the information collected with respect to the Platform and does not apply to data collected when using or accessing our public-facing corporate website, <https://www.peregrine.io/> (the “Website”) and other related activities or interactions as set forth in our Website Privacy Policy, available at <https://www.peregrine.io/privacy-policy>. This Privacy Policy also does not cover the practices of companies we don’t own or control or people we don’t manage, nor does it apply to data we process for and on behalf of our customers. In that case, the customer's privacy policy or other agreement between you and them, and not this Privacy Policy, would apply to such processing. If you wish to discontinue such processing or otherwise exercise your rights with respect to such data, please contact the entity on whose behalf we process such data.

Personal Data

Categories of Personal Data we collect

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

Category of Personal Data	Examples of Personal Data we collect	Categories of third parties with whom we share this Personal Data
Profile or Contact Data	<ul style="list-style-type: none"> - First and last name - Email - Phone Number - Group Memberships - Organization ID 	<ul style="list-style-type: none"> - Service Providers - Analytics Providers
Web analytics	<ul style="list-style-type: none"> - Web page interactions 	<ul style="list-style-type: none"> - Analytics Providers that we collect this data

	<ul style="list-style-type: none"> - Referring webpage/source through which you accessed the Website - Statistics associated with the interaction between device or browser and the Website 	from, as per their terms (see Cookies section)
Geolocation data	<ul style="list-style-type: none"> - IP address-based location information 	N/A
Professional or employment-related data	<ul style="list-style-type: none"> - Resume - Job title - Job history - LinkedIn profile 	N/A

Categories of sources of Personal Data

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

- **You**
 - When you provide such information directly to us.
 - When you use our interactive tools and Platform.
 - When you send us an email or otherwise contact us.
 - When you use the Platform and such information is collected automatically.
 - Through Cookies (defined in the “Tracking tools and opt-out” section below).
- **Third Parties**
 - **Third-Party Credentials.** If you provide your third-party account credentials to us or otherwise sign in to the Platform through a third-party site or service, some content and/or information in those accounts may be transmitted into your account with us.

Our commercial or business purposes for collecting Personal Data

- **Providing, customizing and improving the Platform**

- Providing you with the products, Platform or information you request.
- Meeting or fulfilling the reason you provided the information to us.
- Providing support and assistance for the Platform.
- Improving the Platform, including testing, research, internal analytics and product development.
- Personalizing the Platform, website content and communications based on your preferences.
- Doing fraud protection, security and debugging.
- Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).

• **Corresponding with you**

- Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Peregrine or the Platform.

• **Meeting legal requirements and enforcing legal terms**

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

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

How we share your Personal Data

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may

be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us host the Platform or perform business functions on our behalf. They include support platforms to facilitate customer service.
- **Analytics Providers.** These parties provide us with analytics services to analyze your usage of the Platform.

Legal obligations

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting legal requirements and enforcing legal terms” in the “Our commercial or business purposes for collecting Personal Data” section above.

Business transfers

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

Data that is not Personal Data

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

Tracking tools and opt-out

The Platform use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “Cookies”) to enable our servers to recognize your web browser, tell us how and when you visit and use our Platform, analyze trends, learn about our user base and operate and improve our Platform. Cookies are small pieces of data—usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Platform and are transmitted securely to the backend. Please note that because of our use of Cookies, the Platform does not support “Do Not Track” requests sent from a browser at this time. We use the following types of Cookies:

- **Essential Cookies**. Essential Cookies are required for providing you with features or Platform that you have requested. For example, certain Cookies enable you to log into secure areas of our Platform. Disabling these Cookies may make certain features and Platform unavailable. An example of an Essential Cookie is the Docebo SSO Cookie.
- **Functional Cookies**. Functional Cookies are used to record your choices and settings regarding our Services, maintain your preferences over time and confirm the authenticity of users accessing the Services. An example of a Functional Cookie is a CSRF Token Cookie.
- **Performance/Analytical Cookies**. Performance/Analytical Cookies allow us to understand how visitors use our Platform. They do this by collecting information about the number of visitors to the Platform, what pages visitors view on our Platform and how long visitors are viewing pages on the Platform.

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

available to you, look in the “preferences” or “options” section of your browser’s menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <https://www.allaboutcookies.org/>.

Data security and retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. Although we work to protect the security of your data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure. We retain Personal Data about you for as long as necessary to provide you with our Platform. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.

Additional rights

You may have additional rights under other foreign or domestic laws that apply to you. Please see our Website Privacy Policy, available [here](#), for a discussion of such rights and processing.

Contact information

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

email: privacy@peregrine.io

Peregrine Technologies, Inc

P.O. Box 7775 #69596
San Francisco, CA 94120-7775

Peregrine Technologies

Service Level Agreement

January 26, 2026

1. Purpose and Relationship to Agreement

This Service Level Agreement (“SLA”) describes the service level commitments provided by Peregrine Technologies (“Peregrine”) to the End User regarding the availability, support, and maintenance of the Service. This SLA forms part of, and is governed by, the applicable Agreement between Peregrine and End User, which may consist of the End User License Agreement and Terms of Service (EULA/TOS) and/or the applicable Sales Agreement, Reseller Sales Order, or accepted Reseller Quote (collectively, the “Agreement”). All capitalized terms not defined in this SLA shall have the meanings set forth in the Agreement. In the event of a conflict between this SLA and the Agreement, the Agreement shall control except with respect to the specific terms of service availability, support, and remedies set forth herein.

2. Definitions

For purposes of this SLA, the following definitions apply:

Agreement means the applicable End User License Agreement and Terms of Service (EULA/TOS) and, if applicable, any order entered into between Peregrine and the End User governing the End User’s access to and use of the Service.

Availability means the percentage of time during a calendar month that the Service is operational and accessible, excluding Excluded Downtime.

Downtime means any period during which the Service is not materially available to End Users, excluding Excluded Downtime.

Excluded Downtime means any period of unavailability caused by Scheduled Maintenance, Emergency Maintenance, or by circumstances beyond Peregrine’s reasonable control, including but not limited to Force Majeure Events as defined in the Agreement.

Emergency Maintenance means maintenance performed outside of Scheduled Maintenance windows in response to urgent events, including security threats or critical system failures.

Incident means an event that impacts the availability, functionality, or performance of the Service.

Scheduled Maintenance means planned maintenance periods during which the Service may be unavailable, as described in the Scheduled Maintenance and Emergency Maintenance section of this SLA.

Service means the Peregrine platform and related software and services made available to the End User under the Agreement.

3. Scope of Services

This SLA applies solely to the production environment of the Service provided by Peregrine to the End User under the Agreement. It does not apply to beta features, pre-release functionality, custom development projects, or third-party integrations unless explicitly stated otherwise in the Agreement or an applicable statement of work. Beta features, pre-release functionality, custom development projects, and experimental features are provided "as is," without warranty of any kind, and are excluded from all service level commitments. Support and service level commitments are limited to the functionality and performance of the Service as made generally available by Peregrine.

4. Service Availability Commitment

Peregrine will use commercially reasonable efforts to ensure that the Service meets or exceeds an Availability level of 99% during each calendar month, excluding Excluded Downtime.

4.1. Measurement of Availability

Peregrine commits to achieving an Availability level of 99% during each calendar month, excluding Excluded Downtime, and will use commercially reasonable efforts to meet or exceed this standard.

Availability (%) = $\left(\frac{\text{Total Minutes} - \text{Downtime Minutes}}{\text{Total Minutes}}\right) \times 100$ where "Total Minutes" excludes minutes of Excluded Downtime.

Peregrine provides availability metrics at status.peregrine.io.

4.2. Excluded Downtime

Excluded Downtime includes, but is not limited to:

- Scheduled Maintenance (as defined in under the Scheduled Maintenance heading),
- Emergency Maintenance,
- Downtime caused by Force Majeure Events,
- Downtime resulting from the End User's misuse, improper configuration, or failure to comply with Peregrine's published documentation,
- Downtime caused by third-party services, networks, hardware, or software not controlled by Peregrine.

5. Support Services

Peregrine will provide End User with technical support for the Service as described below:

Support Hours: Standard support is available during Peregrine's normal business hours, defined as 6:30 a.m. to 6:30 p.m. Pacific time, Monday through Friday, excluding Peregrine-observed holidays.

Support Channels: End Users may initiate support requests via Peregrine's designated email support address or support ticketing system, as specified in the Agreement or provided separately by Peregrine.

24/7 Support for Critical Incidents: For Severity 1 (Critical) Incidents, Peregrine will provide support on a 24x7x365 basis, including outside of normal business hours.



Peregrine may update its support procedures and contact information from time to time upon reasonable notice to End Users.

6. Incident Classification and Response Times

Incidents reported by End Users will be classified based on severity, and Peregrine will use continuous best efforts (for Severity 1 Incidents) or commercially reasonable efforts (for Severity 2 and 3 Incidents) to meet the target response, workaround, and resolution timeframes set forth below. Such timeframes are goals and not guarantees, and Peregrine does not warrant that every Incident will be resolved within the applicable target timeframe. Target Workaround Times, Target Permanent Fix Times, and frequent Status Updates are committed primarily for Severity 1 (Critical) Incidents. For lower-severity Incidents, Peregrine will provide commercially reasonable support during standard business hours and update End Users as appropriate based on business impact.

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix (Goal)	Status Updates
1 (Critical)	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2 (Major)	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3 (Minor)	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

Severity Level 1 (Critical) means complete system inoperability affecting more than 50% of Peregrine users.

Severity Level 2 (Major) means significant impairment of key features affecting more than 50% of Peregrine users.

Severity Level 3 (Minor) means all incidents not classified as Severity Level 1 or 2.

Target Initial Response Time means the period between the receipt of the support request by Peregrine and the first response from Peregrine acknowledging receipt and beginning initial assessment. Target Workaround Time and Target Permanent Fix Time, where applicable, refer to Peregrine's commercially reasonable efforts to provide a temporary or permanent resolution. Status Update Frequency refers to the target interval for Peregrine to provide updates on incident progress.

7. Scheduled Maintenance and Emergency Maintenance

7.1. Scheduled Maintenance

Peregrine may perform Scheduled Maintenance to maintain, update, or enhance the Service. Peregrine will use commercially reasonable efforts to provide End Users with at least seventy-two (72) hours advance notice of any Scheduled Maintenance expected to result in downtime or significant service degradation. Scheduled Maintenance will, whenever reasonably practicable, be performed outside of standard business hours.

Scheduled Maintenance periods will be excluded from Availability calculations under this SLA.

7.2. Emergency Maintenance

In cases where urgent maintenance is necessary to address critical issues, including security vulnerabilities, system instability, or compliance requirements, Peregrine may perform Emergency Maintenance without advance notice. Peregrine will use commercially reasonable efforts to minimize the impact of Emergency Maintenance on End Users.

Emergency Maintenance periods will also be excluded from Availability calculations.

8. End User Responsibilities

End User acknowledges and agrees that Peregrine's ability to provide the Service in accordance with this SLA depends on End User's cooperation and adherence to the following responsibilities:

Access and Information: End User shall provide Peregrine with timely access to relevant personnel, systems, and information as reasonably necessary to diagnose and resolve Incidents.

Reasonable Assistance: End User shall cooperate with Peregrine's support team by providing requested data, logs, documentation, and other materials necessary for troubleshooting.

Designated Contacts: End User shall designate knowledgeable points of contact authorized to interact with Peregrine's support team on behalf of End User.

Supported Environment: End User shall ensure that all devices, networks, and third-party systems interacting with the Service meet Peregrine's published technical requirements and are maintained in good operating condition.

Compliance with Documentation: End User shall use the Service in accordance with Peregrine's published documentation and reasonable instructions.

Failure of End User to fulfill its responsibilities may impact Peregrine's ability to meet the commitments outlined in this SLA.

9. Exclusions

The commitments set forth in this SLA shall not apply to performance or availability issues arising from:

- Factors outside of Peregrine’s reasonable control, including but not limited to Force Majeure Events as defined in the Agreement;
- End User’s use of the Service in a manner inconsistent with Peregrine’s published documentation or reasonable instructions;
- End User’s failure to maintain a supported environment as described in the End User Responsibilities;
- Failures of End User’s internet connectivity, network, hardware, software, or other third-party services or technology not provided by Peregrine;
- Beta features, pre-release functionality, custom development, or experimental features;
- Scheduled Maintenance or Emergency Maintenance;
- End User-requested downtime or suspension of Service.

10. Remedies and Limitations

Peregrine will use commercially reasonable efforts to meet the service level commitments set forth in this SLA. In the event Peregrine fails to meet the Availability commitment or response targets specified herein, End User’s sole and exclusive remedy shall be for Peregrine to use commercially reasonable efforts to restore the Service to the applicable standards.

Peregrine does not guarantee uninterrupted or error-free operation of the Service. Service credits, refunds, or other remedies shall not apply unless expressly set forth in the Agreement or a separately executed Sales Agreement.

In no event shall Peregrine be liable for any damages, penalties, or remedies arising out of or relating to Service availability or support commitments beyond those expressly set forth in this SLA. For Severity 1 (Critical) Incidents, Peregrine’s commitment is to exercise continuous best efforts to achieve the targeted response, workaround, and resolution timeframes, but Peregrine does not warrant that such timeframes will always be achieved or that uninterrupted Service will be maintained.

11. General Terms

Incorporation into Agreement. This SLA is incorporated into and forms part of the Agreement. All terms and conditions of the Agreement apply to this SLA, including without limitation limitations of liability, disclaimers, and dispute resolution provisions.

Termination of SLA. This SLA shall terminate automatically upon the expiration or termination of the Agreement. No service levels or related obligations under this SLA shall survive the termination or expiration of the Agreement.

Modifications. Peregrine may modify the terms of this SLA from time to time to reflect changes in the Service, improvements in industry standards, or changes in operational practices. Any modifications will apply prospectively and will become effective upon reasonable notice to End Users or as otherwise specified in the Agreement.