

COLDBYTE TERMS OF SERVICE

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1. The agreement

These Terms of Service (the “Terms”) govern the Customer’s access to and use of the Coldbyte service. Coldbyte AS, entity reg. no. 938 312 133 (“Coldbyte”), is the provider. The Terms form an agreement between Coldbyte and the entity accepting them (the “Customer”) from the earlier of the Customer accepting the Terms, inclusive on online-form, and the Customer accessing the Service. The person accepting the Terms warrants that it is authorised to bind the Customer.

The agreement consists of these Terms, the Order Form, the Service Level Annex, the Security Annex and the Data Processing Agreement, together with the Supplementary Terms for Financial Undertakings (DORA) where the parties have entered into them. Acceptance of these Terms constitutes acceptance of each of those documents, including the Data Processing Agreement, which takes effect at the same time and requires no separate signature. Where an Order Form and these Terms conflict, the Order Form prevails on the fields set out in it, but not by way of any free-text comment. Where the Supplementary Terms for Financial Undertakings and these Terms conflict, those Supplementary Terms prevail. Where the Data Processing Agreement and these Terms conflict on the processing of personal data, the Data Processing Agreement prevails.

2. Definitions

“Customer Data” means all data processed by the Service within the Customer’s own tenant and subscription, including security metadata collected by the Service and results derived from it.

“Monitored Users” means the individual named accounts in the Tenant that are covered by the Service, as stated in the Order Form. Persons who operate or administer the Service on the Customer’s behalf, including administrators and authorised approvers, are not counted as Monitored Users.

“Order Form” means the document or online order in which subscription, edition, number of Monitored Users, fees, term and the other matters provided for in its fields are set out.

“Service” means the Coldbyte security-posture software for Microsoft 365, deployed as an isolated instance within the Customer’s own Microsoft Azure subscription and Microsoft 365 tenant, in the edition stated in the Order Form.

“Tenant” means the Customer’s own Microsoft 365 tenant and Azure subscription in which the Service is deployed.

“Updates” means new versions, corrections and security fixes to the Service made available by Coldbyte.

3. The Service

The Service runs as an isolated, per-customer instance inside the Tenant. The continuously running component holds read-only Microsoft Graph permissions and does not access content data, meaning mail, files, documents and chat.

The Service is available in a read-only edition and in a full edition. In the full edition the Service may propose predefined configuration changes in the Tenant. No such change is carried out unless a person designated by the Customer approves it in the Customer’s own approval channel. Coldbyte does not approve or carry out changes on the Customer’s behalf.

Coldbyte provides and maintains the software and delivers Updates. Coldbyte does not operate the Tenant, and the availability of the Microsoft platform on which the Service runs is governed by the Customer’s own agreement with Microsoft.

4. Customer prerequisites and responsibilities

The Customer shall hold a valid Microsoft 365 and Azure subscription with the licences the Service requires, and shall maintain its own identities, administrative controls and tenant security.

The Customer shall establish a lawful basis for the personal data processed in the Tenant and inform its users as required, designate the persons authorised to approve changes and keep that list current, and manage membership of the approval channel and of the group granting access to the dashboard.

The right to use the Service is limited to the number of Monitored Users stated in the Order Form. The number is measured in the Tenant, and where it exceeds the number stated in the Order Form, Coldbyte may invoice the excess from the beginning of the subscription period in which it arose, or the parties may agree an adjusted subscription. There is no limit on the number of the Customer’s personnel who may operate or administer the Service. The Customer may use the Service for its own internal purposes only, and may not use it to provide services to third parties or to process data on behalf of a third party, except under a separate written agreement with Coldbyte. The Customer may allow a managed-service provider appointed by the Customer to operate the Service on the Customer’s behalf and for the Customer’s own internal purposes, and the Customer remains responsible for that provider’s use of the Service.

The Customer shall not attempt to gain unauthorised access to the Service, circumvent its approval controls or per-customer isolation, or test, scan or probe it for vulnerabilities without Coldbyte’s prior written consent.

5. Coldbyte’s access to the Tenant

Delivery of the Service requires an application registered in the Tenant with the permissions stated in the Security Annex. Named Coldbyte personnel have access to the Tenant only while that application is active, and only for provisioning, Updates, error correction and agreed

support. Access is not used to read the Customer's business data or personal data beyond what is strictly necessary for those purposes.

The Customer may remove the application at any time. Where the application is not active, Coldbyte cannot deliver Updates, error correction or support, and Coldbyte's obligations under Section 6 are suspended accordingly, without any reduction of the fees.

Personnel with access are subject to a duty of confidentiality and to authentication requirements stated in the Security Annex. A list of the personnel concerned is made available on request.

6. Support, Updates and service levels

Coldbyte provides support and Updates as set out in the Service Level Annex. Support covers the Service as delivered and used in the manner described in the documentation. It does not cover the Customer's own configuration, licensing, network, identities or platform, third-party products, or issues caused by changes made by the Customer or by a third party.

Work falling outside support is invoiced at Coldbyte's applicable hourly rates, subject to the Customer's prior approval.

7. Fees and payment

Fees, currency, billing interval and any user-based pricing are set out in the Order Form. Fees are payable in advance for the subscription period and are invoiced electronically with fourteen days' payment term unless otherwise stated in the Order Form. Fees are exclusive of value added tax and other public charges.

Coldbyte may adjust fees with effect from a renewal period on at least sixty days' written notice before the renewal date. Fees are otherwise fixed for the current period. Fees already paid are not refunded where the Customer terminates for any reason other than Coldbyte's material breach, or where Coldbyte terminates for the Customer's material breach. Where the Customer terminates for Coldbyte's material breach, Coldbyte refunds the fees paid for the unused remainder of the current period.

8. Term and termination

The agreement runs for the period stated in the Order Form and is renewed for successive periods of the same length unless terminated in writing at least thirty days before the end of the current period.

Either party may terminate the agreement with immediate effect if the other party commits a material breach that is not remedied within thirty days of written notice, or becomes insolvent. Failure to pay within fourteen days upon payment reminder constitutes material breach. Coldbyte may suspend access following written notice where payment remains outstanding, and may suspend the Service with immediate effect where continued operation presents a material security risk to the Service or to other customers, in which case Coldbyte notifies the Customer without undue delay.

On termination the Customer's right to use the Service ends and the Customer shall cease all use of it. Within the period stated in the Order Form, and in the absence of such a statement within ninety days of termination, the Customer shall delete the Service instance and the

application registered in the Tenant, or allow Coldbyte to do so, and shall confirm to Coldbyte that this has been done. Use of the Service after termination is a material breach, and the Customer shall pay the applicable fees for the period of such use. Because Customer Data resides in the Tenant, the Customer retains it and no return of data is required, and any deletion of Customer Data is carried out by the Customer or on the Customer's instruction. Coldbyte withdraws its access and confirms in writing that it holds no copies. The Data Processing Agreement is performed in accordance with this Section.

9. Intellectual property and Customer Data

Coldbyte and its licensors retain all rights in the Service, the software, the documentation and any Updates. The Customer receives a non-exclusive, non-transferable right to use the Service for the subscription period and for the number of users stated in the Order Form, and may allow a managed-service provider appointed by it to exercise that right on the Customer's behalf as permitted by these Terms, and acquires no other rights.

The Customer owns the Customer Data. Coldbyte acquires no right to it, does not copy or export it from the Tenant, and does not use it for any purpose other than delivering the Service. Customer Data is not used to train or improve models, whether Coldbyte's own or a third party's.

Coldbyte may use suggestions and feedback provided by the Customer to develop the Service without restriction and without compensation.

10. Personal data

Where Coldbyte processes personal data on the Customer's behalf, the Data Processing Agreement applies and prevails over these Terms on data-protection matters. Personal data remains in the Tenant and is not exported by Coldbyte.

Contact and billing details relating to the Customer's representatives are processed by Coldbyte as a controller in its own right, as described in Coldbyte's privacy statement.

Where the Customer is a financial undertaking subject to sector-specific requirements for providers of ICT services, those requirements are set out in the Supplementary Terms for Financial Undertakings (DORA). Where the Order Form states that those Supplementary Terms apply, they form part of the agreement and apply in addition to these Terms.

11. Confidentiality

Each party shall keep confidential all information about the other party's business that it receives under the agreement and that is marked as confidential or that the receiving party understands or ought to understand is confidential, and shall not disclose it to third parties without the other party's consent. The obligation applies to personnel and to anyone acting on a party's behalf, and continues for as long as the information remains confidential.

12. Warranties and limitation of liability

Coldbyte warrants that the Service will be provided with due skill and care and in substantial conformity with the documentation Coldbyte makes generally available for the Service, and that Coldbyte holds the rights required to grant the rights set out in Section 9.

Coldbyte gives no warranty that the Service, or the Customer's use of it, complies with or will bring the Customer into compliance with any law, regulation or framework. What Coldbyte states is that the design and default configuration of the Service have been assessed against such frameworks as described in the Security Annex. The Service is not certified against them. The Customer's own configuration and use, and the acts of any reseller, distributor or managed-service provider, may differ from that design, and the Customer's own regulatory compliance remains the Customer's responsibility.

Coldbyte is not responsible for the security outcomes in the Customer's environment, for the availability of the Microsoft platform, or for the acts or omissions of any reseller, distributor or managed-service provider.

Neither party is liable for indirect loss, including loss of profit, loss of revenue, loss of goodwill and loss of data. Each party's aggregate liability under the agreement is limited to the amounts actually invoiced under the agreement in the twelve months preceding the event giving rise to the claim. The limitations do not apply to liability caused by intent or gross negligence, or to liability that cannot be limited under mandatory law.

13. Third-party infringement claims

If a third party brings a claim that the Service infringes its intellectual property rights, Coldbyte shall at its own expense defend the claim and cover damages awarded against the Customer, provided that the Customer notifies Coldbyte without undue delay, leaves the conduct of the defence to Coldbyte and cooperates as reasonably required. The obligation does not apply where the claim arises from the Customer's own modifications, from use contrary to the documentation, or from combination with products not supplied by Coldbyte. This Section states the Customer's sole remedy for infringement claims.

14. Changes to the Service and to these Terms

Coldbyte develops the Service continuously and may modify its functionality. Coldbyte will not materially reduce the core functionality of a paid subscription during the current period without the Customer's consent.

Coldbyte may amend these Terms with effect from the next subscription period, on at least sixty days' written notice. Where an amendment is to the Customer's material detriment, the Customer may terminate the agreement with effect from the date the amendment takes effect, by written notice given within thirty days of Coldbyte's notice. Changes that alter the categories of personal data, the permissions held in the Tenant, retention periods or data flows require the change procedure in the Data Processing Agreement.

15. Notices

Notices under the agreement shall be given in writing by email to the addresses stated in the Order Form, and are deemed received when answered or confirmed received by the other party. The Customer shall keep its contact details current, including the persons responsible for administration, security and the agreement.

16. Transfer of rights

Coldbyte may transfer its rights and obligations under the agreement in connection with a merger, demerger or sale of the business to which the Service belongs, and shall notify the Customer. The Customer may not transfer its rights and obligations without Coldbyte's written consent, which shall not be unreasonably withheld. Coldbyte may use subcontractors and remains responsible for their performance.

17. Governing law and disputes

The agreement is governed by Norwegian law. The parties shall first attempt to resolve any dispute by negotiation. Failing that, the dispute shall be brought before the ordinary Norwegian courts, with Oslo District Court as the agreed venue.