Terms of Service

The agreement between Morado and its customers for use of Threatnote.

Last updated August 20, 2025

These Terms of Service ("Agreement") are entered into by and between Morado Intelligence, LLC, with offices at 501 W Broadway, Suite 800,San Diego, CA 92101 ("Morado"),and the entity or individual agreeing to these terms ("Customer"). By accessing or using Threatnote, located at Threatnote.io(the "Services"), the Customer agrees to be bound by this Agreement.

This Agreement is effective as of the date the Customer signs an applicable Order Form or Quote that references this Agreement (the "Effective Date").

1. DEFINITIONS

1.1 **Confidential Information:** is defined in Section 9.
1.2 **Customer Content:** means any data, information, or material submitted by Customer or its Users to the Services
1.3 **Documentation:** means Morado's user guides and other technical documentation, as updated from time to time.
1.4 **Fees:** means the amounts payable by Customer for the Services as specified in the applicable Order Form or Quote.
1.5 **Order Form or Quote:** means the document signed by Customer that specifies the Services purchased, the applicable Fees, and the Subscription Term.
1.6 **Subscription Term** means the duration for which the Customer has subscribed to the Services as specified in the applicable Order Form or Quote.
1.7 **User:** means an individual authorized by the Customer to use the Services under this Agreement.

2. SERVICES

2.1 *Provision of Services*: Morado shall provide access to the Services as described in the applicable Order Form or Quote signed by the Customer, subject to the terms of this Agreement.

2.2 *Customer Responsibilities*: The Customer is responsible for maintaining the security of its account credentials and ensuring compliance with this Agreement by all Users.

2.3 *Fee Adjustments Upon Renewal*: Morado reserves the right to increase Fees upon renewal of a Subscription Term, with advance notice provided to the Customer as per Section 3.1.1.

2.4 *End User Access Rights*: Subject to these Terms of Service and the applicable Order Form or Quote between Morado and the Customer, Morado grants each authorized individual user ("End

User") a limited, non-exclusive, non-transferable right to access and use the Threatnote platform("Services") solely for the Customer's internal business purposes during the applicable Subscription Term.

2.4.1 *Relationship to Customer Agreement*: These End User access rights supplement and are subject to these Terms of Service, Morado's Privacy Policy, and Morado's Data Processing Addendum. In the event of a conflict between this Section 2.4 and the Order Form or Quote executed with the Customer, the Customer agreement will control with respect to the Customer's relationship with Morado.

2.4.2 *Data Submitted by End Users*: Any data submitted to the Services by an End User is controlled by the Customer organization under the applicable Order Form and Data Processing Addendum. Morado will process such data as described in its Privacy Policy.

2.4.3 *Termination of Access*: An End User's right to access the Services will automatically terminate when the Customer's subscription ends or when the End User's access is otherwise revoked by the Customer or Morado. Upon termination the End User must cease all use of the Services.

3. TERM AND TERMINATION

3.1 *Term*: This Agreement shall commence on the Effective Date and continue for the initial term specified in the applicable Order Form or Quote. Thereafter, it will automatically renew for successive twelve (12)-month terms unless terminated by either party with at least forty-five (45) days' written notice prior to the end of the then-current term.

3.1.1 *Fee Adjustment Exception:* Between the 45-day deadline and the end of any term, Morado may condition its renewal on a change in Fee rates. The Customer may terminate the Agreement or accept the Fee adjustment.

3.2 *Termination for Cause*: Morado may terminate this Agreement if the Customer: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Customer does not cure such breach within five (5) days after receipt of written notice of such breach;(ii)Becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent

appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 *Termination by the Customer:* The Customer may terminate this Agreement if Morado materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

3.4 *Effect of Termination:* Upon termination, all amounts owed by the Customer become immediately due. If terminated mid-term, Fees will be prorated based on the time elapsed in the month of termination.

4. FEES AND PAYMENT

4.1 *Fees:* The Customer shall pay the Fees as specified in the applicable Order Form or Quote.

4.2 *Invoicing and Payment:* Invoices are payable within thirty (30) days of receipt. Late payments will incur interest at the rate of 1.5% per month or the highest rate permitted by law.

4.3 *Non-Payment:* Morado reserves the right to suspend access to the Services for non-payment.

5. INDEMNIFICATION; LIMITATION OF LIABILITY; WARRANTIES

5.1 *Indemnification:* Each Party (the "Indemnifying Party") will indemnify, defend, and hold the other Party, its officers, directors, and employees, harmless from and against any and all damages(whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, which arise out of or relate to:
(i) any material breach of this Agreement;
(ii) breach of the representations or warranties contained herein; or
(iii) acts or omissions of negligence, willful misconduct, or fraud of the Indemnifying Party.

5.2 *Limitation of Liability*: IN NO EVENT SHALL MORADO BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), DUE TO ANY BREACH OF SECURITY (WHETHER SUCH BREACH IS MADE IN THE CUSTOMER'S SYSTEMS OR MORADO'S SYSTEMS), LOSS OF DATA, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT MORADO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MORADO AGGREGATE LIABILITY ARISING OUT OF OR RELATED

TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MORADO PURSUANT TO THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5.3 *Disclaimer of Warranties*: MORADO MAKES NO WARRANTIES EXCEPT FOR THAT WHICH ARE EXPRESSLY PROVIDED HEREIN. ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES, ARE EXPRESSLY DISCLAIMED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, A DISCLAIMER THAT MORADO DOES NOT GUARANTEE THAT THE SERVICES PROVIDED WILL PREVENT ANY OR ALL SECURITY BREACHES AND/OR LOSS OF CUSTOMER DATA.

6. INTELLECTUAL PROPERTY

6.1 *Ownership*: Morado retains all rights, title, and interest in the Services, Documentation, and all intellectual property therein.

6.2 *Restrictions*: The Customer shall not:
(i) reverse engineer, decompile, or disassemble the Services;
(ii) use the Services to build a competitive product; or
(iii) remove proprietary notices from the Services.

6.3 *Customer Content*: The Customer retains all rights to its data submitted to the Services. Morado may use anonymized, aggregated data for analytics and improvement purposes.

7. TECHNICAL SUPPORT

7.1 *Support Offering*: Morado provides technical support to assist Customers with issues that arise while using the Services. Support requests are addressed based on their criticality and the impact on the Customer's ability to use the Services effectively.

7.2 *Support Hours*: Technical support is available during standard business hours, Monday through Friday, excluding public holidays recognized in the United States. Support requests are processed within commercially reasonable time frames, typically within twenty-four (24) hours of receipt.

7.3 *Version Support*: Morado provides technical support only for the current version of the Services. Support for deprecated or outdated versions is not guaranteed.

8. SERVICE LEVEL AGREEMENT

8.1 *Service Availability*: Morado will use commercially reasonable efforts to ensure the Services are available 99% of the time each calendar month, excluding Downtime Exclusions defined

below.

8.2 *Downtime Exclusions*: The following are excluded from uptime calculations:
• Customer-caused disruptions or misuse
• Force Majeure events (as defined in Section 10)
• Issues caused by third-party providers or Customer's internal systems
• Scheduled Downtime (Section 8.3)
• Emergency maintenance due to urgent security risks
• Service suspensions as permitted under this Agreement

8.3 *Scheduled Maintenance*: Morado may perform scheduled maintenance to enhance performance and reliability. Morado will provide at least 48 hours' prior notice via email or in-app message where possible.

8.4 *Urgent Security Issues*: Morado reserves the right to implement unscheduled emergency maintenance to address critical security issues, with or without prior notice.

8.5 *Support Response Times*: Morado provides support during standard business hours (M–F, excluding U.S. holidays). Response times by issue severity:
• Severity 1 (Critical Impact): Response within 4 business hours
• Severity 2 (Major Impact): Response within 1 business day
• Severity 3 (Minor Impact): Response within 2 business days

8.6 *Service Quality Disclaimer*: While Morado aims to minimize disruptions and maintain consistent performance, the Customer acknowledges that no service can guarantee uninterrupted operation.

9. CONFIDENTIALITY

9.1 *Definition*: "Confidential Information" includes non-public information disclosed by either party that is designated as confidential or would be reasonably understood as confidential.

9.2 *Obligations*: Each party agrees to use the other's Confidential Information solely for purposes of this Agreement and to protect it with at least the same level of care as it uses for its own confidential information.

9.3 *Exclusions*: Confidential Information does not include information that is:
(i) publicly available,
(ii) independently developed without use of Confidential Information, or
(iii) legally required to be disclosed.

10. MISCELLANEOUS

10.1 *Force Majeure*: Morado is not liable for delays or failures caused by events beyond its reasonable control, including natural disasters, strikes, or governmental actions.

10.2 *Governing Law*: This Agreement is governed by the laws of the State of California, with exclusive jurisdiction in San Diego County.

10.3 *Notices*: Notices shall be sent to Morado at 501W Broadway, Suite 800, San Diego, CA 92101, or to the Customer at the address specified in the Order Form or Quote.

10.4 *Entire Agreement*: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

10.5 *Amendments*: This Agreement may only be amended in writing signed by both parties.