

# SaaS Agreement for the use of the Cyberating platform

Last update: September 2025

## 1. PURPOSE OF THIS DOCUMENT

This SaaS agreement governs the use of our services (hereinafter the “SERVICES”) provided through the Cyberating platform (hereinafter the “PLATFORM”) for the customer (hereinafter the “CLIENT”), namely the business entity (company or firm) or professional who:

- a. purchases and directly uses the PLATFORM’S SERVICES; or
- b. purchases SUBSCRIPTIONS for its own clients who will use the PLATFORM and the related SERVICES as end users (hereinafter the “USER” or “USERS”).

Our company, Cyberating S.r.l., with registered office in Bologna, Via Stalingrado 71/13, contactable by e-mail at: [amministrazione@cyberating.it](mailto:amministrazione@cyberating.it) (hereinafter, the “COMPANY” or “CR”), allows you to purchase, access and/or use the SERVICES only in accordance with the terms and conditions of this agreement (hereinafter the “AGREEMENT”). If you are using a free trial of our SERVICES or otherwise using free features, this AGREEMENT will also govern such free trial unless otherwise provided herein.

## 2. SUBJECT MATTER OF THE AGREEMENT AND DESCRIPTION OF THE PLATFORM AND SERVICES

The subject of this AGREEMENT is the provision to the CLIENT or the USER of the SERVICES delivered via the Cyberating PLATFORM.

The Cyberating PLATFORM is a SaaS application capable of providing a cyber-security rating by analyzing publicly accessible information associated with the company for which the rating is requested.

In its current version, the PLATFORM also provides the following SERVICES:

- supply chain monitoring module;
- qualification questionnaire module.

## 3. CONCLUSION OF THE AGREEMENT

Upon receipt of the order form (purchase order, hereinafter the “ODA”), CR performs the appropriate checks, opens the CLIENT’S or USER’S account and sends an e-mail to the address provided in the ODA containing a link to access the PLATFORM and credentials consisting of a UserID and a temporary password (hereinafter the “ACCESS CREDENTIALS”) for each CLIENT or USER.

On first access, the CLIENT or USER must change the temporary password to a personal and strong one, to be kept strictly confidential, and must accept this AGREEMENT by ticking the checkbox at the end of the AGREEMENT and the checkbox for approval of the so-called “onerous clauses” (Art. 1341, paragraph 2, Italian Civil Code).

By ticking the two checkboxes, the CLIENT or USER unconditionally accepts the terms of this AGREEMENT and may begin –after paying the amount due as indicated in the ODA–to use the purchased SERVICES. The AGREEMENT becomes effective on the date of acceptance.

CR reserves the right not to allow access to the PLATFORM or to request additional information from companies or professionals competing with CR or operating in the field of cyber-rating services.

CR specifies that the PLATFORM and related SERVICES are intended exclusively for business users (B2B) and under no circumstances for private/consumer users (B2C).

## 4. CR’S OBLIGATIONS AND RESPONSIBILITIES

CR will make the purchased SERVICES available to the CLIENT or USER under this AGREEMENT and any ODAs, also providing standard technical support via a ticketing tool, at no additional cost, on a best-effort basis.

Without prejudice to the foregoing, the purchased SERVICES may be unavailable due to:

- scheduled downtime (of which CR will give prior notice);

- force majeure or circumstances beyond CR’s reasonable control (natural disasters, civil unrest, terrorist acts, pandemics/epidemics, quarantine restrictions, strikes not involving CR, ISP issues, failures of non-CR applications, DOS/DDOS attacks).

CR may make changes to the SERVICES at any time, provided that their functionality is not significantly reduced during the SUBSCRIPTION term. Otherwise, CR will inform the CLIENT/USER by e-mail.

#### **4.1. Platform Application Programming Interface (API)**

In relation to the purchased SERVICES, CR may make available certain APIs (“APIs”) subject to the following terms and restrictions. The CLIENT/USER may not:

- disclose or provide the APIs to anyone other than its employees/consultants/contractors who need to know them;
- use the APIs in a third-party commercial product or service without a prior agreement;
- exceed **80 requests/hour**;
- use the APIs excessively/abusively or in a manner not compliant with the documentation or this AGREEMENT.

The CLIENT/USER acknowledges that CR holds all intellectual/industrial property rights in the APIs and in the structured data returned. Except as expressly provided, no rights are granted or acquired.

#### **4.2. Disclaimers for API Services**

CR may limit access to or functionality of the APIs at any time. The APIs are provided “as is” and CR disclaims all warranties, express or implied (merchantability, legality, fitness for a particular purpose).

#### **4.3. Protection of SERVICE Data Used by CLIENTS or USERS**

CR maintains industry-standard administrative, physical and technical measures for the protection, confidentiality and integrity of the SERVICES and SERVICE data. CR will promptly inform the CLIENT/USER in the event of a breach that may concern them.

#### **4.4. Beta Services**

CR may invite you to try Beta Services free of charge, intended for testing/evaluation (not for production). Unless otherwise indicated, the trial ends upon public release. CR may discontinue Betas at any time and may not make them publicly available. No liability for damages arising from the use of Betas.

### **5. USE OF THE SERVICES**

#### **5.1. Obligations and Responsibilities of the CLIENT or USER**

The CLIENT/USER declares that they have the technical knowledge and suitable hardware/software requirements and Internet access to use the SERVICES; related costs are borne by them.

They are responsible for compliance with the AGREEMENT and for all activities carried out through the SERVICES, as well as for the accuracy, quality and lawfulness of the data entered or processed, including the necessary consents/rights.

The CLIENT/USER undertakes to promptly respond to CR’s communications in the event of:

- disputes related to acts/behaviors carried out through the SERVICE/PLATFORM;
- behaviors that may give rise to concerns about non-compliance or contractual breaches;
- use of defective/non-approved equipment/software that may cause security issues, damage the network or create risks.

The CLIENT/USER acknowledges that the Internet is not controlled by CR; CR cannot be held liable for partial transmissions or unlawful information.

The CLIENT/USER warrants entitlement to use the SERVICES and holds harmless CR and its personnel from claims connected with the use of the SERVICES.

ACCESS CREDENTIALS may not be transferred or used by third parties without CR’s authorization. Every operation is presumed to have been carried out by the CLIENT/USER. They undertake to prevent unauthorized access, to safeguard credentials and to promptly inform CR of any unauthorized use or access or other security breaches.

#### **5.2. Use Restrictions for the SERVICES or APIs**

The CLIENT/USER is prohibited from:

- making available or using the SERVICES/APIs (or their functions/outputs) for the benefit of third parties other than the CLIENT or its USERS;
- selling, reselling, licensing/sub-licensing, distributing, leasing or renting the SERVICES/APIs or their outputs (reports, screenshots, etc.);
- storing/transmitting unlawful material or material that infringes third-party rights;
- using the SERVICES/APIs in violation of laws/regulations or for fraudulent/harmful purposes;
- interfering with the integrity or performance of the SERVICES/APIs or third-party data;
- attempting unauthorized access to the SERVICES/APIs/systems/networks;
- bypassing contractual usage limits;
- publishing/displaying/copying the SERVICES/APIs/UX/outputs (save for copies reasonably necessary for rights under the AGREEMENT and for backup/DR);
- removing legal/copyright/trademark notices from materials accessible through the SERVICES/APIs;
- accessing the SERVICES/APIs to build products/services that compete with CR or in a competitive manner;
- copying, adapting, reformatting, reverse-engineering, disassembling, decompiling, downloading, translating or modifying the APIs/SERVICES or the CR website.

### 5.3. Privacy

CR may collect personal information relating to the use of the SERVICES. CR's Privacy Notice describes the data collected, purposes, processing methods and third parties involved. To the extent the CLIENT/USER uses the PLATFORM, CR processes the data necessary (personal and non-personal) to deliver the requested SERVICES.

The CLIENT/USER declares they will comply with applicable privacy laws for the collection/disclosure of information and will not rely on CR for their own compliance.

For personal information received from the CLIENT/USER and processed through the PLATFORM, CR acts as an autonomous controller, independently fulfilling the obligations set out by privacy law; it is not a joint controller with the CLIENT/USER.

### 5.4. Suspension of the SERVICES

In the event of a breach of the AGREEMENT by the CLIENT/USER, CR may suspend use of the SERVICES; where the breach relates to a USER of the CLIENT, CR may ask the CLIENT to suspend that USER and, failing this, suspend the USER directly. The suspension shall continue until the breach is remedied and shall be limited to the minimum necessary in scope and duration.

Upon the CLIENT's request, CR will provide the reason for the suspension as soon as possible. Suspension does not constitute breach by CR and CR is not liable for any resulting losses/damages.

### 5.5. Non-CR Applications

CR does not warrant or support applications not officially in partnership with CR or other non-CR products/services, even if integrated. Such applications are not under CR's control, which is not responsible for third-party products/services/sites/content.

### 5.6. Non-CR Applications and SERVICE Data

If the CLIENT/USER enables a non-CR application, they authorize CR to allow the third-party provider access to SERVICE data as required for interoperability. CR is not responsible for disclosure/modification/deletion of data resulting from such access, nor for integrations or features provided by third parties.

### 5.7. Integration with Non-CR Applications

To use features that interact with non-CR applications, the CLIENT/USER may need to obtain access from third-party providers and grant CR access to the relevant accounts.

## 6. FEES AND PAYMENT FOR PURCHASED SERVICES

### 6.1. Subscriptions

Unless otherwise provided in the ODA, the SERVICES are supplied on a "SUBSCRIPTION" basis. Additional SUBSCRIPTIONS may be added during the term, with a duration proportional to the remaining portion of the current period. Additional SUBSCRIPTIONS will expire with the main SUBSCRIPTION, unless renewed.

The SERVICES are subject to usage limits (e.g., quantities in the ODA). The ODA lists the maximum **SLOTS** of companies/domains that can be monitored. Once the SLOTS are exhausted, no further ones can be added without additional purchases.

The CLIENT/USER pays all amounts specified in the ODAs. Fees are based on the SERVICE purchased and not on actual usage. Payment obligations are non-cancellable and fees are non-refundable. Quantities purchased cannot be reduced during the SUBSCRIPTION term.

## 6.2. Purchases through a Reseller

If the SERVICES are purchased through a reseller, payment terms (pricing, invoicing, methods, penalties) are set out in the agreement between the CLIENT/USER and the reseller.

CR may suspend/terminate access to the SERVICES due to: (a) non-payment to CR by the reseller resulting from the CLIENT/USER's non-payment; (b) unremedied breach of this AGREEMENT.

The reseller agreement: (i) does not modify these terms, except for billing/payments; (ii) does not bind CR.

## 6.3. Invoicing and Payment

Fees are invoiced in advance (annually or as per the ODA). Unless otherwise stated, amounts are due upon receipt and payable within **30 days**. Delays beyond 30 days accrue interest at **2% per month** on the outstanding balance.

In the event of undisputed non-payment beyond 30 days, CR may condition future renewals on shorter terms and require reimbursement of reasonable collection/legal costs.

The CLIENT/USER provides CR with complete and up-to-date billing/contact information. CR may use third parties to process payments.

## 6.4. Service Suspension

If any amount due is 30 or more days overdue, CR may suspend the SERVICES until payment is made, without this constituting a breach and without liability for resulting losses/damages.

# 7. FREE TRIAL

In the case of a free trial or free features, CR makes one or more SERVICES available until the earlier of: (i) the end of the recorded trial period; (ii) the start of purchased SUBSCRIPTIONS to the same SERVICES.

Data generated during the trial and present on the PLATFORM or held by CR may be lost or deleted at the end of the trial, unless a SUBSCRIPTION is purchased before expiry. No liability for damages related to the free trial. Trial SERVICES are provided "as is".

# 8. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

## 8.1. Reservation of Rights

Except for the limited rights expressly granted, CR reserves all intellectual/industrial property rights in the SERVICES, in the processing of SERVICE data and in any CR materials. The CLIENT/USER acquires no additional rights.

The CLIENT/USER retains rights over the *SERVICE data* they upload, without prejudice to Section 8.2.

For the purposes of this AGREEMENT:

- i. "SERVICE data" consists of the data provided as input by or for the CLIENT/USER to initiate processing or collected/managed following the use of the SERVICES (e.g., company domain, VAT number, username, contacts, etc.).
- ii. All processing, enrichments, reports, analyses or other outputs generated by the PLATFORM from the SERVICE data remain the exclusive property of CR; the CLIENT/USER may use them free of charge within the limits of the AGREEMENT, excluding any commercial exploitation unless otherwise agreed in writing.

## 8.2. CR's Rights to Use SERVICE Data

The CLIENT/USER grants CR the right to use the SERVICE data, in compliance with the law, to:

- provide the SERVICES pursuant to the AGREEMENT and the Privacy Notice;
- communicate with suppliers or contacts provided by the CLIENT/USER;



- prevent or resolve service/technical issues;
- comply with requests under laws/regulations/orders of Authorities.

CR may also use such data in an aggregated, anonymized and non-attributable form for lawful purposes (marketing, benchmarking, product/usage analytics, R&D), provided that:

- they are used only for internal administrative purposes and general statistics;
- they do not identify or are not attributable to the CLIENT/USER, agents, representatives, customers or employees;
- any public statistics report only data aggregated across CR's customers.

The CLIENT/USER acknowledges that input data (e.g., company domain) may be retained by CR even after termination of the AGREEMENT to ensure PLATFORM continuity, quality and consistency of processing, as well as statistical/R&D purposes. If such data are retained beyond the end of the relationship, they will be processed so as not to allow direct identification of the CLIENT/USER and, in any case, in compliance with applicable law.

### 8.3. License to Use Feedback

The CLIENT/USER grants CR a worldwide, perpetual, irrevocable, transferable and royalty-free license to use and incorporate into the SERVICES any feedback (suggestions, enhancement requests, recommendations, corrections) provided.

## 9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

The PARTIES represent that they have validly entered into the AGREEMENT and have the legal power to do so. CR warrants that the purchased SERVICES will operate in accordance with the specifications in the PLATFORM documentation. Upon request, CR may provide additional professional/consulting services.

Each PARTY warrants that it will comply with applicable laws/regulations. CR undertakes obligations of means and not of result. Except as expressly provided, neither PARTY provides any warranties (express, implied, statutory or otherwise), including merchantability and fitness for a particular purpose.

The CLIENT/USER acknowledges that analyses/ratings and statements in reports represent opinions on future risks as of the date of issue and do not constitute operational recommendations, endorsements of data accuracy, or guarantees of security measures.

The PARTIES disclaim liability/indemnity for damages caused by third-party hosting providers or non-CR applications. Without prejudice to payment obligations, each PARTY's liability for any single incident or related series shall not exceed the amount paid by the CLIENT/USER in the preceding 12 months. Neither PARTY shall be liable for loss of profits/revenue or for indirect/special/incidental/consequential/cover/punitive damages.

Subject to the foregoing limitations and applicable law/forum, each limitation of liability applies to the fullest extent permitted by applicable law, regardless of the theory (contract, tort, negligence, strict liability, etc.), even if the PARTY was advised of the possibility of such damages. Some jurisdictions do not allow such exclusions/limitations.

Except for payment obligations, neither PARTY is responsible for failures due to conditions beyond its reasonable control (natural disasters, war/terrorism, riots, labor conditions, government actions, pandemic/epidemic/quarantine, Internet issues, etc.).

## 10. TERM, TERMINATION AND WITHDRAWAL

The AGREEMENT is valid from the date of acceptance (see conclusion) and remains in force for the duration of the SUBSCRIPTION. Term/renewal as per the ODA; if not specified: initial term 1 year and automatic renewal for periods equal to the expiring term or 1 year, unless terminated with 60 days' prior notice before expiry.

Each PARTY may terminate the AGREEMENT and the ODAs:

**10.1. for material breach:** written notice (including e-mail), effective after 30 days if the breach is not remedied;

**10.2. for repeated breaches:** 10 days' written notice if the other PARTY has breached the AGREEMENT more than twice, even if subsequently remedied.

If the CLIENT/USER terminates due to CR's unremedied material breach, CR will refund prepaid fees relating to the unused portion from the effective date of termination. In the event of termination by CR, the CLIENT/USER shall pay the remaining fees. Termination does not exempt from payment of accrued fees.

## 11. GENERAL PROVISIONS

The AGREEMENT (including the ODAs) constitutes the entire agreement between the CLIENT/USER and CR regarding the SERVICES/PLATFORM and supersedes prior and contemporaneous agreements/proposals/representations, whether written or oral.

Neither PARTY may assign rights/obligations without the other's written consent (not to be unreasonably withheld); assignment without consent is permitted to its parent/subsidiary or in the event of merger, acquisition, reorganization or sale of all or substantially all assets/shares.

The AGREEMENT does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship. Failure to exercise a right does not constitute a waiver. The AGREEMENT shall be construed and performed in good faith and according to the common intent of the PARTIES.

Section headings are for convenience only and have no legal effect; capitalized terms in the singular also apply in the plural and vice versa. If any provision is held null/illegal, the remaining provisions remain valid.

## 12. CONFIDENTIALITY

"Confidential information" means any information, data, document, material or content, in any form (written, oral, electronic, graphic, audiovisual, digital or otherwise) that is confidential or sensitive in nature and not in the public domain. Protection consists of adopting organizational, technical and behavioral measures suitable to ensure its protection, security and prevention of unauthorized disclosure.

CR and the CLIENT/USER undertake to use confidential information only for the purposes of this AGREEMENT. This clause is not breached if and to the extent disclosure is required by law or by order of a Court/Authority.

## 13. GOVERNING LAW AND JURISDICTION

This AGREEMENT is governed by Italian law. Disputes relating to it (existence, validity, effectiveness, performance, interpretation) not amicably settled within 2 months shall be subject to the exclusive jurisdiction of the **Court of Bologna**, with waiver of any other forum.