



CRYPTOMATHIC'S AWS BYOK TERMS AND CONDITIONS OF USE

Last Updated: January 9th, 2023. See any changes implemented as of the last update here.

1. Parties and Effective Date

- 1.1. This Agreement is a legally binding agreement between Cryptomathic and You, which takes effect on the Effective Date. You represent to Us that You are (i) lawfully able to enter into legally binding contracts, and (ii) if You are entering into this Agreement on behalf of an entity, e.g. the company You work for, You represent to Us that You have legal authority to bind that entity.
- 1.2. The Parties agree that this is a business-to-business contractual arrangement.

2. Definitions

- 2.1. **"Account Information"** means information about You that You provide to Us in connection with the creation and administration of Your AWS BYOK Account, e.g. username, email address and billing information associated with Your AWS BYOK Account.
- 2.2. **"AWS BYOK Account"** means the Amazon Web Services Bring Your Own Key account, which You have created with Cryptomathic. You, and the organisation that You represent, may only create and utilise one (1) AWS BYOK Account at any time. For the avoidance of any doubt, consecutive or concurrent use of multiple AWS BYOK Accounts within one business or organisation is not permitted unless Cryptomathic has expressly agreed to such use model.
- 2.3. **"Agreement"** means these AWS BYOK Terms and Conditions of Use together with Our Policies, which govern Your use of the Services. No other terms and conditions whatsoever shall apply to the relationship between Cryptomathic and You or Our performance of the Service.
- 2.4. **"AWS Account"** means your Amazon Web Services account at <http://aws.amazon.com> in connection with which the Services will be used by You.
- 2.5. **"Confidential Information"** means all non-public information disclosed by or on behalf of Us, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood by You to be confidential. Confidential Information includes (i) non-public information relating to Our and our third party licensors' technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) third-party information that We are obligated to keep confidential, and (iii) the nature, content and existence of any discussions or negotiations between You and Us. Confidential Information does not include any information that (a) is or becomes publicly available without breach of this Agreement, (b) can be shown by documentation to have been known to You at the time of Your receipt from Us without any duty of confidentiality, (c) is received from a third party who did not acquire or disclose the Confidential Information by a wrongful or tortious act, or (d) can be shown by documentation to have been independently developed by You without reference to the Confidential Information.
- 2.6. **"Cryptomathic"**, **"We"**, **"Us"** and **"Our"** are references to Cryptomathic A/S, Aaboulevarden 22, 8000 Aarhus C, Denmark, together with Our corporate group.
- 2.7. **"Effective Date"** means the first point in time of the following (i) when You click the 'Accept' button, or (ii) when You click the tick box presented with this Agreement, or (iii) if earlier, when You use the Services.
- 2.8. **"End User"** means any individual or entity that directly or indirectly (i) accesses or uses Your Content using Our Services, or (ii) otherwise accesses or uses the Services under Your AWS Account. For clarity, the term "End User" does not include individuals or entities accessing or using Our Services under their own direct account with Cryptomathic, i.e. separately from Your AWS BYOK Account.
- 2.9. **"GDPR"** means the General Data Protection Regulation (EU) 2016/679.
- 2.10. **"Losses"** means claims for direct damages, losses, liabilities, costs and expenses, including reasonable attorneys' fees.
- 2.11. **"Party"** and **"Parties"** mean You and Us respectively (in the singular form) or together (in plural).



- 2.12. **“Policies”** means Cryptomathic’s Privacy Policy in Appendix One.
- 2.13. **“Services”** means the services provided to You by Cryptomathic under this Agreement as specified in Clause 3.2 below.
- 2.14. **“Taxes”** means applicable taxes and duties, including VAT, sales and withholding taxes.
- 2.15. **“Termination Date”** means the effective date of termination provided in accordance with Clause 10 in a written notice from one Party to the other.
- 2.16. **“You”** and **“Your”** are references to (i) the individual who accepts this Agreement, or (ii) the entity represented by the individual who accepts this Agreement in accordance with Clause 1.1(ii).
- 2.17. **“Your Content”** means any content that You make available for Your End Users under Your AWS Account and for which the Services are used. Account Information is excluded from the definition of Your Content.

3. Services

- 3.1. The Services are provided by Cryptomathic in accordance with this Agreement. You will comply with the terms of this Agreement and all laws, rules and regulations applicable to Your use of the Services.
- 3.2. The Services constitute encrypted private keys generated and updated by Cryptomathic on Your request on a case-by-case basis via Cryptomathic’s business-to-business portal for use by You in connection with Your AWS Account. For the avoidance of doubt, any keys generated by the Services will be handled exclusively using FIPS 140-2 Level 3 HSM (Hardware Security Modules). Cryptomathic strives to secure a 99.6% uptime for the Service.
- 3.3. Cryptomathic shall support You in the use of the keys generated or updated as a result of the Services on a best-efforts basis. You may contact Cryptomathic for support by writing to Us at support-aws-byok@cryptomathic.com.
- 3.4. If the business You represent is a new customer of the Services, and You sign up for a free trial, We will make the Services available to You on a trial basis free of charge until the earlier of (i) the end of the fourteen (14) days’ free trial period for which You registered to use the Services, (ii) the start date of a purchased Service subscription ordered by You for the Services, or (iii) termination by Us in Our sole discretion. You shall not (a) register for a free trial of the Services under more than one (1) username, (b) in any way enable use of the Services for an aggregate period in excess of the fourteen (14) days’ trial period, (c) use the Services for any other purpose than determining whether to subscribe to the Services beyond the free trial period, or (d) request a number of key generations in excess of what We would consider within the scope of fair and acceptable use as detailed in Clause 7 below during the trial period. Notwithstanding the provisions of Clauses 12.2 , 12.3 and 14.1, during the free trial period the Services are provided “as is” without any warranty, covenant, commitment or liability whatsoever, to the extent permitted by law.

4. Changes to the Services

- 4.1. The Services may be changed, adapted or discontinued from time to time. We will provide You with not less than four (4) weeks’ prior notice if material functionality of a Service is discontinued. Notwithstanding the foregoing, such notice will not be required if such notice period (i) would pose a security or intellectual property risk to You, Us or the Services, (ii) is economically or technically unacceptably burdensome, or (iii) would cause Us to violate legal requirements.

5. Data Privacy

- 5.1. We will not (i) access and share with third parties other than Our third-party service providers Your Content, including Your Account Information, except as necessary to provide the Services, or (ii) disclose Your Content or any Account Information to any third party, except as required to comply with law or a binding order of a governmental body. Unless it would violate any



applicable law or a binding order of a governmental body, We will give You notice of any legal requirement or order referred to in Clause 5.1(ii).

- 5.2. Cryptomathic reserves the right to monitor Your purchase and use of the Services at any time as needed to verify Your compliance with the terms of this Agreement, in accordance with Our Policies. You agree to, and will not hinder or interfere with, (i) Our Policies, and (ii) Our monitoring in accordance herewith.
- 5.3. We and Our third-party service providers will (i) only use Your Account Information to perform the Services, and (ii) to keep You updated with information about Our product offerings and services in accordance with Clause 15, and You consent to such usage at any time. Your Account Information consisting of personal data, which is processed by Our third-party service provider in the context of processing Your payment, will be processed in accordance with Our third-party service provider's Data Processing Agreement, which can be found here: [Data Processing Agreement between Stripe and Stripe User](#). We will retain Your Account Information as long as permitted and / or required by applicable legislation.

6. Your Responsibilities

- 6.1. To receive the Services, You must have (i) an active AWS Account with activated key management services into which the Services are deployed, and (ii) an active AWS BYOK Account associated with a valid email address and a valid form of payment. You may only create one (1) AWS BYOK Account per email address.
- 6.2. As a condition of Your purchase and use of the Services, You agree that You will comply with all applicable laws and regulations for using the Services.
- 6.3. You must comply with the relevant technical documentation applicable to the Services as posted and updated by Us from time to time on [Our website](#). You further agree, as a continuing condition for Your use of the Services, to abide by all terms and conditions set forth in this Agreement and agree to the terms of Cryptomathic's Policies.
- 6.4. Except to the extent caused by Our breach of this Agreement, (i) You are responsible for all activities that occur under Your AWS Account and Your AWS BYOK Account, regardless of whether the activities are authorised or undertaken by You, Your employees or a third party, including Your contractors, agents or End Users, and (ii) We are not responsible for any unauthorised access to the private keys generated or updated by Us to Your AWS Account.
- 6.5. You represent that (i) Your Content, and (ii) Your and Your End Users' use of Your Content for which Our Services are being used will not violate any applicable law.
- 6.6. You are responsible for taking appropriate action to secure, protect and backup Your AWS BYOK Account and Your AWS Account in a manner that will provide appropriate security and protection, e.g. through use of encryption, to protect the private keys, which We generate or update for You, from unauthorised access.
- 6.7. Log-in credentials and private keys generated or updated by the Services are strictly for Your internal use only, and You will not sell, sublicense or otherwise transfer such keys to any other entity or person, provided, however, that You may disclose Your private keys to Your agents and subcontractors for use exclusively on Your behalf in accordance with this Agreement.
- 6.8. You will be deemed to have taken any action that You permit, assist or facilitate any person or entity to take related to this Agreement and use of the Services, and You shall be and remain responsible for Your employees, Your third-party contractors, agents and End Users.

7. Acceptable Use

- 7.1. Your use of the Services is subject to the acceptable use provisions stipulated in this Clause 7.
- 7.2. You shall not request a number of key generations in excess of what would reasonably be deemed to constitute fair use of the Services. If during the term of this Agreement, You exceed Our fair use expectations, then We reserve the right to contact You to discuss and agree a special package for You for the additional keys generated. If You have any concerns in respect of Your usage, please do not hesitate to contact Us on support-aws-byok@cryptomathic.com.



- 7.3. We assert the following fair use limitations: Up to a maximum of ten (10) key stores, and up to a total maximum of fifty (50) key generations.
- 7.4. You may not use, or facilitate or allow others to use, the Services or the AWS BYOK Account (i) for any illegal or fraudulent activity, (ii) to violate the rights of others, (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm, (iv) for any content or activity that promotes child sexual exploitation or abuse, (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device.
- 7.5. We may investigate any suspected violation of this Clause 7 and may suspend the Services in accordance with Clause 9 hereof accordingly. You agree to cooperate with Us to remedy any violation.

8. Charges and Payment

- 8.1. You will pay Us the applicable charges for use of the Services. Charges are invoiced by Us in advance, monthly or annually, as you elect upon creating Your AWS BYOK Account. We may invoice Our Services more frequently if We have reason to believe that Your AWS BYOK Account is fraudulent or at risk of non-payment. All amounts payable by You under this Agreement will be paid to Us in full without any set-off or counterclaim, deduction or withholding. We reserve the right to increase the charges for Your use of the Services, including changing the definition of the Services, or add new charges to the Services, You receive, at will by giving You thirty (30) days' prior written notice. We may charge You interest at the rate of 1½ % per month (or the highest rate permitted by law, if less) on all overdue payments.
- 8.2. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges that are imposed on that Party with respect to the transactions and payments under this Agreement. All fees payable by You are exclusive of Taxes, except where applicable law requires otherwise. We may charge, and You will pay, applicable Taxes that We are legally obligated or authorised to collect from You. You will provide such information to Us as reasonably required to determine whether We are obligated to collect Taxes from You. We will not collect any Taxes for which You furnish Us a properly completed exemption certificate or a direct payment permit certificate for which We may claim an available exemption from such Taxes. All payments made by You under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding, including cross-border withholding taxes, is required on any payment due hereunder, You will pay such additional amounts as are necessary so that the net amount received by Us is equal to the amount then due and payable under this Agreement. We will provide You with such tax forms as required in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

9. Temporary Suspension

- 9.1. We may suspend Your right to use the Services immediately upon notice to You if We determine that:
 - 9.1.1. Your use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact Our systems, the Services or any third party, (iii) could subject Us or any third party to liability, or (iv) could be fraudulent;
 - 9.1.2. The Services have been abused by You or any third party acting on Your behalf, e.g. through violation of the acceptable use provisions specified in Clause 7 above;
 - 9.1.3. You or any third party, whose actions or omissions You are responsible for in the context of this Agreement, including Your End Users and contractors, cause a material breach of this Agreement;
 - 9.1.4. You are in breach of Your payment obligations under Clause 8 above; or
 - 9.1.5. You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, liquidation, dissolution or similar proceeding.



- 9.2. Suspension of the Services as specified in Clause 9.1 above may take place for a maximum period of sixty (60) days per occurrence. During such sixty (60) day period, You have the right to appeal Our decision to suspend the Services by contacting Our Support Team via email to support-aws-byok@cryptomathic.com who will escalate Your request for review to a senior member of Cryptomathic's Management Team for further assessment.
- 9.3. If the event giving rise to a suspension has not been eliminated within sixty (60) days from the date the suspension took effect, then this Agreement shall be terminated as per Clause 10.3.2(i).
- 9.4. During a period of suspension of Our Services according to Clause 9.1 above, You remain responsible for all charges You incur during the period of suspension. No service credits shall become due for any period of such suspension. In the event that a senior member of Cryptomathic's Management Team determines that suspension according to Clause 9.1 was unjustified, the term of the Agreement shall be extended free of charge by the number of days the suspension took place.

10. **Term and Termination**

- 10.1. The term of this Agreement will commence on the Effective Date and will remain in effect until expiry or terminated according to this Clause 10. Any notice of termination of this Agreement by either Party to the other must include a Termination Date that complies with Clause 10.3.
- 10.2. If, upon creation of Your AWS BYOK Account, You have selected a term of twelve (12) months, then this cannot be altered to a monthly term part-way through the twelve (12) months' term.
- 10.3. Termination:
 - 10.3.1. Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other Party.
 - 10.3.2. We may terminate this Agreement immediately upon notice to You (i) for cause if We have the right to suspend the Services under Clause 9, (ii) if Our relationship with a third party partner who provides software or other technology We use to provide the Services terminates the agreement We have with them or requires Us to change the way We provide the Services, or (iii) in order to comply with law or requests of governmental entities.
- 10.4. Upon the Termination Date, (i) You will close Your AWS BYOK Account, (ii) except as provided in Clause 10.4(v) below, all Your rights under this Agreement terminate immediately, (iii) You remain responsible for all fees and charges You have incurred under Your AWS BYOK Account through the Termination Date, (iv) You will immediately return or, if instructed by Us, destroy all Cryptomathic properties, including any tangible Confidential information, in Your possession (if any), and (v) Clauses 2, 5.1, 8.1, 10.4, 11 (except the first sentence of Clause 11.2), 13, 14, 15 and 17 will continue to apply in accordance with their terms.

11. **Proprietary Rights**

- 11.1. You acknowledge Cryptomathic's, and Cryptomathic's third-party licensors', intellectual property rights vested in and underlying the Services and the keys provided to You in accordance with this Agreement.
- 11.2. You will use the Services only as expressly permitted by this Agreement. Neither You, nor any third party on Your behalf, will, or will attempt to (i) reverse engineer, disassemble or decompile the Services or the keys provided hereunder or apply any other procedure to derive the source code of any software included in the Services or keys provided hereunder (except to the extent applicable law does not permit such restriction), (ii) access or use the Services or keys in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (iii) resell the Services or keys provided hereunder.
- 11.3. You will not imply any relationship or affiliation between You and Us. You will not misrepresent or embellish the relationship between You and Us, including by expressing or implying that We support, endorse or contribute to You or Your business endeavours).



11.4. If You provide any suggestions to Us, We will be entitled to use the suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to such suggestions free of any charges or liens.

12. Indemnification

12.1. You will defend, indemnify and hold Us harmless from and against any Losses arising out of or in relation to any third-party claim concerning (i) Your use of the Services, or (ii) breach of this Agreement or violation of applicable law by or on behalf of You.

12.2. Subject to this Clause 12, Cryptomathic will defend You against a third party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights and will pay the amount of an adverse final judgment or settlement agreed by Cryptomathic provided that You (i) promptly notify Cryptomathic in writing when becoming aware of the claim or action, (ii) grant sole control of the defence of the claim to Cryptomathic, and (iii) give Cryptomathic all available information related to the claim or action and all reasonable assistance to enable Cryptomathic to defend or settle the claim.

12.3. For any claim covered by Clause 12.2, Cryptomathic will, at its election, either (i) procure the rights to use that portion of the Services alleged to be infringing, (ii) replace the alleged infringing portion of the Services with a non-infringing alternative, (iii) modify the alleged infringing portion of the Services to make it non-infringing, or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

12.4. Cryptomathic will not have obligations or liability arising from infringement caused by the combination of the Services or Your Content, as applicable, with any other product, service, software, data, content or method, where it is such combination that causes the claim to arise. Additionally, Cryptomathic will have no obligations or liability arising from Your use of the Services (i) if You or any third party on Your behalf use the keys generated or updated as part of the Services in error or contrary to Our instructions, or (ii) after We have notified You to discontinue such use. The remedies provided in this Clause 12 are the sole and exclusive remedies in respect of any third-party claims of infringement or misappropriation of intellectual property rights.

13. Disclaimers

13.1. EXCEPT AS EXPRESSLY STIPULATED HEREIN, THE SERVICES ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES. FURTHERMORE, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (i) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND (ii) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

14. Limitation of Liability

14.1. WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE OR DATA), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL WE BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH (i) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF (a) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES, (b) OUR DISCONTINUATION OF THE SERVICES, OR (c) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF THE SERVICES FOR ANY REASON, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR (iii) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICES. IN ANY CASE, EXCEPT FOR OUR OBLIGATIONS



UNDER CLAUSE 12.2 ABOVE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS CLAUSE 14 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.2. Notwithstanding anything else in this Agreement to the contrary, and for the avoidance of any doubt, nothing in this Agreement shall be understood to limit or exclude the Parties' liability for physical injury or death caused by either of the Parties or the Services.

15. Data Protection

15.1. You acknowledge and agree that We will not process Your customers' or End-Users' personal data as part of the Services. As such, Cryptomathic is not acting or operating as a data processor on Your behalf. Only personal data in the form of each Party's own employees' and /or representatives' names, contact details and job titles may be exchanged under this Agreement. Each Party shall disclose only the information necessary for the purpose of performing its obligations under this Agreement.

15.2. When processing the other Party's employees' and / or representatives' personal data in connection with this Agreement, each Party undertakes to comply the GDPR and any generally binding rules adopted in relation to the protection of personal data. Each Party independently determines the purpose and means of processing the other Party's employees' and / or representatives' personal data in connection with this Agreement, acting as a Processor within the meaning of Article 4 paragraph 7 of the GDPR.

15.3. Each Party independently undertakes responsibility for its own processing of personal data. Infringement by a Party of the GDPR shall not give rise to shared liability with the other Party hereto or the affected individual.

16. Modifications to the Agreement

16.1. We may modify this Agreement, including any Policies, at any time by posting a revised version on [Our website](#) or by otherwise notifying You in accordance with Clause 17.8. Subject to the aforesaid provision, the modified terms will become effective upon posting or, if We notify you by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check Our website regularly for modifications to this Agreement.

17. Miscellaneous

17.1. You will not assign or otherwise transfer this Agreement or any of Your rights and obligations under this Agreement, without Our prior written consent. Any attempted assignment or transfer in violation of this Clause 17.1 will be void. We may assign this Agreement without Your consent (i) in connection with a merger, acquisition or sale of all or substantially all of Our assets, or (ii) to any affiliate or as part of a corporate reorganisation; and effective upon such assignment, the assignee is deemed substituted for Cryptomathic as a Party to this Agreement and Cryptomathic is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.

17.2. This Agreement incorporates the Policies by reference and is the entire agreement between You and Us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements or communications between You and Us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement. If the terms and conditions of this Agreement are inconsistent with the provisions contained in any Policy, the terms contained in this Agreement will control.



- 17.3. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Our reasonable control, including acts of God, industrial disturbances, electrical or power outages, elements of nature, embargoes, riots, acts or orders of government, acts of terrorism or war.
- 17.4. The Parties will attempt in good faith to resolve any controversy or claim amicably. If such negotiation does not yield a resolution to the disagreement, the laws of Denmark shall govern the interpretation and enforcement of this Agreement, and the Parties submit to the exclusive jurisdiction of the courts of competent jurisdiction located in Denmark. Any claim or action must be brought within two years after the cause of action accrues.
- 17.5. In connection with this Agreement, each Party will comply with all applicable import, sanctions, embargoes and export control laws and regulations in all relevant jurisdictions. You represent and warrant that You and Your subsidiaries and associated parties, as well as any third party that controls You or that owns or controls You or Your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the European Union or its Member States, or other applicable government authority.
- 17.6. We and You are independent contractors, and this Agreement will not be construed to create a partnership, joint venture or agency.
- 17.7. You may use the Confidential Information only in connection with Your use of the Services as permitted under this Agreement. You will not disclose the Confidential Information during the term of this Agreement or for a period of five (5) years following termination of this Agreement. You will take all reasonable measures to avoid disclosure, dissemination or unauthorised use of the Confidential Information, including, at a minimum, those measures You take to protect Your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or Your use of the Service.
- 17.8. (i) We may provide any notice to you under this Agreement by posting a notice on Our website [here](#) (effective upon posting), or sending a message to the email address associated with Your AWS BYOK Account (effective upon sending of the email. You will be deemed to have received any email sent to the email address associated with Your AWS BYOK Account when We send the email, whether or not You actually receive or read the email). (ii) To give Us notice under this Agreement, You must contact Us in writing by sending an email to support-aws-byok@cryptomathic.com.
- 17.9. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a Party to this Agreement.
- 17.10. The failure by Us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by Us must be in writing to be effective.
- 17.11. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, however the rest of the Agreement will remain in full force and effect.

Appendix One – Privacy Policy

CRYPTOMATHIC PRIVACY POLICY, issued 21 June 2022 (the “**Privacy Policy**”)

1. INTRODUCTION

- 1.1. Cryptomathic is committed to protecting your privacy. This Privacy Policy sets out and governs how Cryptomathic (hereinafter referred to as “**We**”, “**Our**” or “**Us**”) use the Personal Information that We collect, receive and store about individuals in connection with their use of



- (i) Our website www.cryptomathic.com (together with any sub-domains, content and services, the “Site”) and (ii) Our products and services (the “Cryptomathic Offerings”).
- 1.2. The Cryptomathic Offerings and / or the Site may be available for use via a web browser or applications. We do not Ourselves host the Site and / or platforms from which the Cryptomathic Offerings are available; all hosting is done by third-party service providers engaged by Us. This means that data, including your Personal Information, you provide Us or that We collect from you, as described in this Privacy Policy, is hosted by such third-party service providers on servers that they own or control. Regardless of where such third party service providers are located, their servers may be located anywhere in the world. As such, you are consenting to your data being transferred to various third-party service providers located anywhere the world.
- 1.3. We have implemented this Privacy Policy because your privacy is important to Us. This Privacy Policy explains Our online information practices and the choices you can make about the way your Personal Information is collected and used in connection with the Site and / or the Cryptomathic Offerings. “Personal Information” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, a first and last name, a personal profile or title, an email address, an address or other contact information.

2. TERMS

- 2.1. This Privacy Policy forms part of Our Site Use Terms and Our AWS BYOK Terms and Conditions (the “Terms”).

3. CONSENT AND MODIFICATION OF POLICY

- 3.1. You are not legally obligated to provide Us any Personal Information, and you hereby confirm that providing your Personal Information to Us is at your own free will. By using the Site and / or Cryptomathic Offerings, you consent to the terms of this Privacy Policy and to Our collection, processing and sharing of Personal Information for the purposes set forth herein. If you do not agree to this Privacy Policy, you must not access or otherwise use the Site and / or Cryptomathic Offerings.
- 3.2. Your Personal Information will not be used for any other purpose than specified in this Privacy Policy. You may withdraw your consent to Our processing of your Personal Information at any time by informing Us in writing. However, withdrawing your consent will result in your inability to continue using the Site and / or the Services.
- 3.3. We reserve the right, at Our discretion, to change this Privacy Policy at any time. Such change will be effective ten (10) days following posting of the revised Privacy Policy on the Site, and your continued use of the Site and / or Cryptomathic Offerings thereafter means that you accept those changes.

4. COLLECTION OF PERSONAL INFORMATION

- 4.1. Currently, We do not require you to provide Personal Information in order to access and use general information available on the Site. However, We do receive and / or collect Personal Information from you in the following ways:
- 4.1.1. In order to use certain Cryptomathic Offerings that We offer via the Site, such as use of Cryptomathic’s AWS BYOK service, you are required to create an account (the “User Account”). If you create a User Account you will be required to provide Us with certain Personal Information as well as a password that you will use for your User Account. We may send you a text message to your mobile phone or an e-mail to confirm your registration. If you choose not to create a User Account, you may not be able to access or use certain Cryptomathic Offerings.
- 4.1.2. If you send Us a ‘Contact Us’ request, whether by submitting an online form or by sending an email to an email address that We display, you may be required to provide Us with certain Personal Information, such as your name and email address.



- 4.1.3. We may collect information about how you are accessing and using the Site and /or Cryptomathic Offerings, which may include administrative and support communications with Us and information about the services, features, content and links you interact with, and what third party integrations you use (if any). Such information may include Personal Information.
- 4.1.4. The Site and / or Cryptomathic Offerings include the option to purchase certain services from Us. If you choose to make a purchase, We will require sufficient information from you to complete the transaction. Such information could include a credit card number and related account and billing information, invoice related information and other data required to process your order. We may also update such data should you grant Us permission to bill you or your credit card for recurring charges, such as monthly or other types of periodic payments. We use third-party service providers to process transactions, in which case you acknowledge and agree to review and be bound by the terms of service and privacy policy of said third-party service provider.
- 4.1.5. We may make use of log files. The information inside the log files includes internet protocol (“IP”) addresses, type of browser, your device’s type, internet service provider (“ISP”), date and time stamp, referring / exit pages, clicked pages and any other information your browser may send to Us. We may use such information to analyse trends, administer the Site and / or Cryptomathic Offerings, track users’ movement on the Site and / or Cryptomathic Offerings and gather demographic information.
- 4.1.6. We may collect limited information from your mobile device in case you are using the Cryptomathic Offerings from your mobile phone or other mobile device.
- 4.1.7. If, when using the Site and / or Cryptomathic Offerings, you integrate with a third-party service, We will connect that third party service to Ours. The third-party provider of the integration may share certain information about your account, e.g. an AWS account with Cryptomathic. However, We do not receive or store your passwords for any such third party services.
- 4.1.8. We may use the ‘Google Analytics’ tool to collect information about use of the Site and / or Service. Google Analytics collects information such as how often users visit the Site and / or Service, which pages they visit and which other websites they used prior to coming to the Site and / or Service. We use the information we get from Google Analytics to maintain and improve the Site and / or Our Service and products. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Google’s ability to use and share information collected by Google Analytics about your visit to the Site and / or Service is restricted by the Google Analytics Terms of Service, available at <https://www.google.com/analytics/terms/us.html>, and the Google Privacy Policy, available at <https://www.google.com/policies/privacy/>. You may learn more about how Google collects and processes data specifically in connection with Google Analytics at <https://www.google.com/policies/privacy/partners/>. You may prevent your data from being used by Google Analytics by downloading and installing the Google Analytics Opt-out Browser Add-on, available at <https://tools.google.com/dlpage/gaoptout/>.

5. USE OF PERSONAL INFORMATION

- 5.1. Information about Our customers and users is an important part of Our business, and We do not sell Our customers’ or users Personal Information to any third party. If you submit or We collect Personal Information through the Site and / or Cryptomathic Offerings, We may use such Personal Information in the following ways, via any communication channel:
 - 5.1.1. We will use your Personal Information to provide, support, fix errors and improve the Cryptomathic Offerings, to send you marketing / advertisement communications that We believe may be of interest to you, to contact you in connection with the Cryptomathic Offerings and certain programs or offerings that you may have registered for and to identify and authenticate your access to the Cryptomathic Offerings.



- 5.1.2. We may use your designated email address to (i) send you updates or news regarding the Cryptomathic Offerings and / or (ii) respond to a 'Contact Us' or administrative request, e.g. to change your password.
- 5.1.3. We may send you service and administrative emails and communications. We may contact you to inform you about changes in Our Site and / or Cryptomathic Offerings and important service-related notices, such as security and fraud notices. These emails and messages are considered part of the service and you may not opt-out of them.
- 5.1.4. We may transfer your Personal Information to Our local or foreign subsidiaries or affiliated companies for the purpose of storing or processing such information on Our behalf. Such information may be transferred to other countries. We require that these parties agree to process such information in compliance with Our Privacy Policy.
- 5.1.5. We employ other companies to perform functions on Our behalf as part of the Cryptomathic Offerings, e.g. processing payments, and such third party service providers have access to your Personal Information as needed to perform their functions, but may not use it for any other purposes and may not use said information for any other purposes. The third party service providers must process your Personal information in accordance with this Privacy Policy and as permitted by applicable data protection law. In this context, the Personal Information may be transferred to other countries.
- 5.1.6. We may disclose your Personal Information or any information you submitted via the Site and / or Cryptomathic Offerings with people and organisation you specifically ask to share the information with.
- 5.1.7. We may share your contact details with Our business partners and / or affiliates for purposes of offering or promoting the Cryptomathic Offerings.
- 5.1.8. We may disclose your Personal Information or any information you submitted via the Site and / or Cryptomathic Offerings if We have a good faith belief that disclosure of such information is helpful or reasonably necessary to (i) comply with any applicable law, regulation, legal process or governmental request, (ii) enforce Our Terms, including investigations of potential violations thereof, (iii) detect, prevent or otherwise address fraud or security issues (which may include exchanging information with other companies and organisations for fraud prevention and detection and credit risk reduction), or (iv) protect against harm to the rights, property or safety of Cryptomathic, Our users, yourself or the public.

6. USE OF COOKIES

- 6.1. We utilise Cookies, pixels, anonymous identifiers and other tracking technologies in order for Us to recognise your browser or device, learn more about your interests, provide you with essential features and services and to enable Us to provide you with the Cryptomathic Offerings and present you with information that is customised for you. The term “**Cookie**” is defined as a small text file that may be used, for example, to collect information about activity on the Site and / or in relation to the Cryptomathic Offerings. Certain Cookies and other technologies may serve to recall Personal Information, such as an IP address, previously indicated by a user. You may control the Cookies, including whether or not to accept them and how to remove them, and you may set your browser to notify you if you receive a Cookie, or you may choose to block Cookies with your browser.
- 6.2. The information We may collect through cookies includes:
 - 6.2.1. Network and connection information, such as the IP address used to connect your computer or other device to the Internet and information about your ISP.
 - 6.2.2. Computer and device information, such as device, application or browser type and version, browser plug-in type and version, operating system or time zone setting.
 - 6.2.3. The location of your device or computer.
 - 6.2.4. Authentication and security credential information.
 - 6.2.5. Content interaction information, such as content downloads, streams, and playback details, including duration and number of simultaneous streams and downloads.



- 6.2.6. The full Uniform Resource Locators (“**URL**”) clickstream to, through and from Our Site and Cryptomathic Offerings, content you viewed or searched for, page response times, download errors and page interaction information.
- 6.3. Our Cookies allow you to take advantage of some essential and useful features. Blocking some types of Cookies will impact your experience of Our Site and access to some of the Cryptomathic Offerings.

7. USE OF ANONYMOUS INFORMATION

- 7.1. We may use Anonymous Information in order to (i) improve Our Site and / or the Cryptomathic Offerings and (ii) collect statistics about use of the Site and the Cryptomathic Offerings, which We use for analytics.
- 7.2. We may also disclose Anonymous Information to third parties, including advertisers and partners. “**Anonymous Information**” means information which does not enable identification of an individual user, such as aggregated or ‘guest information’ about the use of Our Site and / or Cryptomathic Offerings. This Privacy Policy does not, and is not intended to, place any limits on what We do with data that is aggregated and / or de-identified such that said data is no longer associated with an identifiable user or customer of the Cryptomathic Offerings.

8. OPTING OUT

- 8.1. You may at all times choose whether or not to disclose Personal Information. If you choose not to provide mandatory Personal Information, you may still visit certain sections of Our Site, but you will be unable to access certain options, programs, offers and services that involve Our interaction with you, and the Cryptomathic Offerings will not be available to you.
- 8.2. You may choose not to receive future promotional, advertising or other service-related communications from Us by unsubscribing or opting out. If you opt out of receiving the foregoing emails, We may still send you a response to any ‘Contact Us’ request as well as administrative emails, e.g. a password reset request lodged by you, that are necessary to facilitate your use of the Site and / or Cryptomathic Offerings.
- 8.3. If you wish to delete or correct any of your Personal Information that We may be storing, you may submit an access request by sending an email to support-aws-byok@cryptomathic.com.

9. SECURITY

- 9.1. The security of Personal Information is of paramount important to Us. We design the Cryptomathic Offerings with your security and privacy in mind, and We adhere to generally accepted industry standards in protecting the Personal Information submitted to Us.

10. RETENTION OF PERSONAL INFORMATION

- 10.1. We keep your personal information to enable your continued use of the Cryptomathic Offerings, for as long (i) as it is required in order to fulfil the relevant purposes described in this Privacy Notice, (ii) as may be required by law or (iii) as otherwise communicated to you. How long We retain specific Personal Information varies depending on the purpose for its use, and We will delete your Personal Information in accordance with applicable law.

11. ASSIGNMENT

- 11.1. In the event that We are acquired by or merged with a third-party entity, or in the event of bankruptcy or a comparable event, We reserve the right to transfer or assign Personal Information and any other information you have provided to Us in connection with such events.