RiskSuite™ Cloud Service Agreement

Complete Agreement: This RiskSuite™ Cloud Services Agreement (RSCSA) and applicable Attachments and Transaction Documents are the complete agreement regarding each transaction under this RSCSA (together, the Agreement) under which Client may order the RiskSuite™ Cloud Service.

The Agreement inherently includes terms and conditions of use of the Microsoft Azure platform as defined in https://azure.microsoft.com/en-us/support/legal/.

Transaction Documents: Transaction Documents (TDs) detail the specifics of transactions, such as charges and a description of, and information about, the RiskSuite™ Cloud Service. Examples of TDs include statements of work, service functional descriptions, ordering documents and invoices.

Attachments: Documents identified as Attachments provide supplemental terms that apply across certain types of transactions such as a solution attachment.

Any conflicting terms in an Attachment or TD that override the terms of this RSCSA will be identified in the TD or Attachment accepted by Client and only apply to the specific transaction.

1   Cloud Service

1.1   RiskSuite™ Cloud Service

- The RiskSuite™ Cloud Service is "software as a service" RiskSuite™ offering that Analitica d.o.o. makes available on the Microsoft Azure platform.

- The RiskSuite Cloud Service is described in TDs.

- The RiskSuite Cloud Service is designed to be available 24/7, subject to maintenance. Analitica d.o.o. will provide advance notice of scheduled maintenance.

- Non-production environments are an option available to purchase with the RiskSuite™ Cloud Service.

- Technical support and service level agreement, if any, are specified in an Attachment or Transaction Order.

1.2   Order Acceptance

- Client accepts the applicable Attachment or TD for RiskSuite™ Cloud Services by ordering, enrolling, using, or making a payment.

- Analitica d.o.o. accepts Client's order by confirming the order or enabling access.

1.3   What Analitica d.o.o. Provides

- Analitica d.o.o. provides the facilities, personnel, equipment, software, and other resources necessary to provide the RiskSuite™ Cloud Service.

- Analitica d.o.o. provides available user guides and documentation to support Client's use of the RiskSuite™ Cloud Service.

1.4   Enabling Software

- Enabling Software is software that Client downloads to Client's systems that facilitates the use of the RiskSuite™ Cloud Service, which will be identified in a TD.

- Enabling Software is not part of the RiskSuite™ Cloud Service and Client may use Enabling Software only in connection with use of the RiskSuite™ Cloud Service in accordance with any licensing terms specified in a TD.

- The licensing terms will specify applicable warranties, if any. Otherwise, Enabling Software is provided as is, without warranties of any kind.

1.5   What Client Provides

Client will provide hardware, software, and connectivity to access and use the RiskSuite™ Cloud Service, including any required Client-specific URL addresses and associated certificates.

1.6   Right to Use and Client Responsibilities

Client's authorized users may access the RiskSuite™ Cloud Service only to the extent of the authorizations which Client acquires.

Client is responsible for the use of the RiskSuite™ Cloud Service by any user who accesses the RiskSuite™ Cloud Service with Client's account credentials. Client is responsible for maintaining the confidentiality of any nonpublic authentication credentials associated with its use of the RiskSuite™ Cloud Service.

1.7   Acceptable Use Terms

Client may not, and may not cause or permit others to:

- make derivative works of, reproduce, republish, reverse engineer or work around the limitations of any portion of the RiskSuite™ Cloud Service (including data structures or similar materials);

- access or use the RiskSuite™ Cloud Service to build or support, directly or indirectly, products or services competitive to the RiskSuite™ Cloud Service;

- disable, tamper with, or otherwise attempt to circumvent the billing mechanism that meters Client's use of the RiskSuite™ Cloud Service;

- assign or resell direct access to the RiskSuite™ Cloud Service to a third party outside Client's Enterprise; or

- combine the RiskSuite™ Cloud Service with Client's value-add to create a Client branded solution that Client markets to its end user customers unless otherwise agreed by Analitica d.o.o. in writing.

1.8   Preview RiskSuite™ Cloud Service

The RiskSuite™ Cloud Service or features of the RiskSuite™ Cloud Service are considered as "preview" when Analitica d.o.o. makes such service or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality. Examples of a preview RiskSuite™ Cloud Service include the demo, beta, no-charge, or preview-designated RiskSuite™ Cloud Service.

Any preview RiskSuite™ Cloud Service is excluded from available service level agreements and may not be supported.

Analitica d.o.o. may change or discontinue a preview RiskSuite™ Cloud Service at any time and without notice.

Analitica d.o.o. is not obligated to release a preview RiskSuite™ Cloud Service or make an equivalent service generally available.

1.9   Non-Production Environment

A Non-production environment may be either a test, UAT or training environment provided to Client as part of the RiskSuite™ Cloud Service. The non-production environment(s) are designed for testing and training purposes and may not be used for production purposes or for performance or stress testing.

Any service levels, performance targets and disaster recovery described for the RiskSuite™ Cloud Service are not applicable to non-production environments.

2 Content and Data Protection

2.1   Content Client Provides

Content consists of all data and information that Client or its authorized users provide, authorizes access to, or inputs to RiskSuite™ Cloud Services.

Client grants the rights and permissions to Analitica d.o.o., its affiliates, and contractors of either, to use, provide, store, and otherwise process Content solely for the purpose of providing the RiskSuite™ Cloud Service.

Use of the RiskSuite™ Cloud Service will not affect Client's ownership of Content.

2.2   Nondisclosure

By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement, Content, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Each party agrees not to disclose the other party's Confidential Information to any third party other than those employees, affiliates, and contractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

2.3   Use of Content

Analitica d.o.o., its affiliates, and contractors of either, will access and use the Content solely for the purpose of providing and managing the RiskSuite™ Cloud Service.

Analitica d.o.o. will treat Content as confidential by only disclosing it to Analitica d.o.o. employees and contractors to the extent necessary to provide the RiskSuite™ Cloud Service.

2.4   Client Responsibilities

Client is responsible for obtaining all necessary rights and permissions to permit the processing of Content in RiskSuite™ Cloud Services.

Client will make disclosures and obtain the consent required by law before Client provides, authorizes access or inputs individuals' information, including personal or other regulated data, for processing in RiskSuite™ Cloud Services.

If any Content could be subject to governmental regulation or may require security measures beyond those specified by Analitica d.o.o. for the RiskSuite™ the Cloud Service, Client will not provide, allow access to, or input the Content for processing in the RiskSuite™ Cloud Service unless specifically permitted in the applicable TD or unless Analitica d.o.o. has first agreed in writing to implement additional security and other measures.

2.5 Data Protection

RiskSuite™ Cloud Services provide and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Content from unauthorized disclosure or acquisition by an unauthorized person.

Specific security features and functions of the RiskSuite™ Cloud Service will be described in the applicable Attachment or TD.

Client is responsible for selecting, ordering, enabling, and using available data protection features appropriate to support Client's use of the RiskSuite™ Cloud Service.

Client is responsible for assessing the suitability of the RiskSuite™ Cloud Service for the Content and Client's intended use. Client acknowledges that the Cloud Services used meet Client's requirements and the processing instructions required to comply with applicable laws.

2.6 Protection of Personal Data

RiskSuite™ Cloud Services do not make use of any personal data and does not guarantee any specific data processing that applies to personal data related to the European General Data Protection Regulation (EU/2016/679) or other personal data protection laws.

Upon request by either party, Analitica d.o.o., Client or affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

2.7 Removal of Content

For RiskSuite™ Cloud Services with self-managed features, Client can remove Content at any time.

Otherwise, Analitica d.o.o. will return or remove Content from Analitica d.o.o. computing resources upon the expiration or cancellation of the RiskSuite™ Cloud Service, or earlier upon Client's request.

Analitica d.o.o. may charge for certain activities performed at Client's request (such as delivering Content in a specific format).

Analitica d.o.o. does not archive Content; however, some Content may remain in the RiskSuite™ Cloud Service.

3   Changes and Withdrawal of Cloud Services

3.1   Right to Change Cloud Services

At any time and at Analitica d.o.o.'s discretion, Analitica d.o.o. may change:

- the RiskSuite™ Cloud Service, including the corresponding published descriptions; and

- other published data security and privacy documentation for the RiskSuite™ Cloud Service.

The intent of any change to the above will be to:

- make available additional features and functionality;

- improve and clarify existing commitments; or

- maintain alignment to current adopted operational and security standards or applicable laws.

The intent is not to degrade the security or data protection features or functionality of the RiskSuite™ Cloud Service.

Changes to the published descriptions or other published documents as specified above, will be effective when published or on the specified effective date.

Any changes that do not meet the conditions specified above will only take effect, and Client accepts, upon:

- a new order;

- the term renewal date for the Cloud Services that automatically renew; or

- notification from Analitica d.o.o. of the change effective date for ongoing services that do not have a specified term.

3.2   Withdrawal of RiskSuite™ Cloud Service

Analitica d.o.o. may withdraw the RiskSuite™ Cloud Service after 6 months' notice.

Analitica d.o.o. will continue to provide the withdrawn RiskSuite™ Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another generally available Analitica d.o.o. offering.

Non-Analitica d.o.o. Services may be discontinued at any time if the third party discontinues, or Analitica d.o.o. no longer makes available such services.

4 Warranties

4.1   Analitica d.o.o. Warrants

Analitica d.o.o. warrants that it provides RiskSuite™ Cloud Services using commercially reasonable care and skill and as described in the applicable TD.

These warranties end when the RiskSuite™ Cloud Service ends.

These warranties are the exclusive warranties from Analitica d.o.o. and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

4.2   Warranty Limitations

Analitica d.o.o. does not warrant uninterrupted or error-free operation of the RiskSuite™ Cloud Service.

Analitica d.o.o. does not warrant it will correct all defects.

While Analitica d.o.o. endeavors to provide security measures to keep all data secure, Analitica d.o.o. does not warrant Analitica d.o.o. can prevent all third-party disruptions or unauthorized third-party access.

Analitica d.o.o. warranties will not apply if there has been misuse, modification, damage not caused by Analitica d.o.o., or failure to comply with written instructions provided by Analitica d.o.o.

Analitica d.o.o. makes preview RiskSuite™ Cloud Services or Non-Analitica d.o.o. Services under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client for Non-Analitica d.o.o. Services.

5   Charges, Taxes, and Payment

5.1   Charges

Client agrees to pay all applicable charges specified in a TD and charges for use in excess of authorizations.

Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges.

Amounts are due upon receipt of the invoice and payable within 15 days of the invoice date to an account specified by Analitica d.o.o. and late payment fees may apply.

Prepaid services must be used within the applicable period.

Analitica d.o.o. does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid, except as provided in the Agreement.

If Analitica d.o.o. commits to pricing as specified in a TD, Analitica d.o.o. will not change such pricing during the specified term. If there is not a specified commitment, then Analitica d.o.o. may change pricing on thirty days' notice.

5.2   Withholding Taxes

Client agrees to:

- pay withholding tax directly to the appropriate government entity where required by law;
- furnish a tax certificate evidencing such payment to Analitica d.o.o.;
- pay Analitica d.o.o. only the net proceeds after tax; and
- fully cooperate with Analitica d.o.o. in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

Where taxes are based upon the location(s) receiving the benefit of the RiskSuite™ Cloud Service, Client has an ongoing obligation to notify Analitica d.o.o. of such location(s) if different than Client's business address listed in the applicable Attachment or TD.

5.3   Invoicing

Analitica d.o.o. will invoice:

- recurring charges at the beginning of the selected billing frequency term;
- overage and usage charges in arrears; and
- one-time charges upon Analitica d.o.o.'s acceptance of an order

6　Liability and Indemnity

6.1　Liability for Damages

Analitica d.o.o. 's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 6 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim.

Analitica d.o.o. will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

These limitations apply collectively to Analitica d.o.o., its affiliates, contractors, and suppliers.

6.2　Claims Not Covered

Analitica d.o.o. has no responsibility for claims based on:

- non-Analitica d.o.o. products and services, including Microsoft Azure Services;
- items not provided by Analitica d.o.o.; or
- any violation of law or third-party rights caused by Content, materials, designs, or specifications.

7   Term and Termination

7.1   Term of RiskSuite™ Cloud Service

The term begins on the date Analitica d.o.o. notifies Client that Client can access the RiskSuite™ Cloud Service.

The ordering TD will specify whether the RiskSuite™ Cloud Service renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice of non-renewal to Analitica d.o.o. or the Analitica d.o.o. Business Partner involved in the RiskSuite™ Cloud Service at least 30 days prior to the term expiration date, the RiskSuite™ Cloud Service will automatically renew for the specified term.

For continuous use, the RiskSuite™ Cloud Service will continue to be available on a month-to-month basis until Client provides 6 months written termination notice to Analitica d.o.o. or the Analitica d.o.o. Business Partner involved in the RiskSuite™ Cloud Service. The RiskSuite™ Cloud Service will remain available until the end of the calendar month after the 6-month period.

7.2   Suspension of RiskSuite™ Cloud Service

Analitica d.o.o. may suspend or limit, to the extent necessary, Client's use of the RiskSuite™ Cloud Service if Analitica d.o.o. reasonably determines there is a:

- material breach of Client's obligations;
- security breach;
- violation of law; or
- breach of the Acceptable Use Terms.

Analitica d.o.o. will provide notice prior to a suspension as commercially reasonable.

If the cause of a suspension can reasonably be remedied, Analitica d.o.o. will provide notice of the actions Client must take to reinstate the RiskSuite™ Cloud Service. If Client fails to take such actions within a reasonable time, Analitica d.o.o. may terminate the RiskSuite™ Cloud Service.

7.3   Termination of RiskSuite™ Cloud Service

Client may terminate the RiskSuite™ Cloud Services on 30 days' notice:

- at the written recommendation of a government or regulatory agency following a change in either applicable law or the RiskSuite™ Cloud Service;
- if a change to the RiskSuite™ Cloud Service causes Client to be noncompliant with applicable laws; or
- if Analitica d.o.o. notifies Client of a change to the RiskSuite™ Cloud Service that has a material adverse effect on Client's use of the RiskSuite™ Cloud Service, provided that Analitica d.o.o. will have 90 days to work with Client to minimize such effect.

In the event of any such Client termination above or a similar termination of a Non-Analitica d.o.o. Service, Analitica d.o.o. shall refund a portion of any prepaid amounts for the applicable RiskSuite™ Cloud Service for the period after the date of termination.

Client may terminate the RiskSuite™ Cloud Service for material breach of Analitica d.o.o. 's obligations by giving notice and reasonable time to comply.

If the Cloud Services are terminated for any other reason, Client will pay to Analitica d.o.o., on the date of termination, the total amounts due till the end of the term of the RiskSuite™ Cloud Service.

Upon termination, Analitica d.o.o. may assist Client in transitioning Content to an alternative technology for an additional charge and under separately agreed terms.

7.4   Termination of this RSCSA

Either party may terminate this RSCSA immediately for cause if the other is in material breach of the Agreement, provided the one who is not complying is given notice and reasonable time to comply.

Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to successors and assignees.

Termination of this RSCSA does not terminate TDs, and provisions of this RSCSA as they relate to such TDs remain in effect until fulfilled or otherwise terminated in accordance with their terms.

Failure to pay is a material breach.

8 Governing Laws and Geographic Scope

8.1 Compliance with Laws

Each party is responsible for complying with:

- laws and regulations applicable to its business and Content; and

- import, export and economic sanction laws and regulations.

8.2 Applicable Laws

Both parties agree to the application of the laws of the Republic of Slovenia, without regard to conflict of law principles.

The rights and obligations of each party are valid only in the country of Client's business address.

If Client or any user exports or imports Content or uses any portion of the RiskSuite™ Cloud Service outside the country of Client's business address, Analitica d.o.o. will not serve as the exporter or importer.

If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

Nothing in the Agreement affects the statutory rights of consumers that cannot be waived or limited by contract.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

9 General

9.1 Analitica d.o.o.'s Role

Analitica d.o.o. is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary.

Analitica d.o.o. does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations, and Client is responsible for its use of the RiskSuite™ Cloud Service.

Analitica d.o.o. is acting as an information technology provider only.

Analitica d.o.o.'s direction, suggested usage, or guidance or use of the RiskSuite™ Cloud Service do not constitute legal, accounting, or other licensed professional advice. Client and its authorized users are responsible for the use of the RiskSuite™ Cloud Service within any professional practice and should obtain their own expert advice.

Each party is responsible for determining the assignment of its and its affiliates personnel, and their respective contractors, and for their direction, control, and compensation.

9.2 RSCSA Changes

Analitica d.o.o. may change this RSCSA by providing Client at least three months' notice.

RSCSA changes are not retroactive. They will only apply as of the effective date to:

- new orders;
- a continuous RiskSuite™ Cloud Service that does not expire; and
- renewals.

For transactions with a defined renewable contract period stated in a TD, Client may request that Analitica d.o.o. defers the change effective date until the end of the current contract period.

Client accepts changes by placing new orders, continuing use after the change effective date, or allowing transactions to renew after receipt of the change notice.

Except as provided in this section and the Changes and Withdrawal of the RiskSuite™ Cloud Service section above, all other changes to the Agreement must be accepted in writing by both parties.

9.3 Business Contact and Account Usage Information

Analitica d.o.o., its affiliates, and contractors of either require use of business contact information and certain account usage information. This information is not Content.

Business contact information is used to communicate and manage business dealings with Client. Examples of business contact information include name, business telephone, address, email, and user ID.

Account usage information is required to enable, provide, manage, support, administer, and improve the RiskSuite™ Cloud Service. Examples of account usage information include digital information gathered using tracking technologies, such as cookies and web beacons during use of the RiskSuite™ Cloud Service.

When Client provides information to Analitica d.o.o. and notice to, or consent by, the individuals is required for such processing, Client will notify individuals and obtain consent.

9.4   Analitica d.o.o. Business Partners

Analitica d.o.o. Business Partners who use or make available the RiskSuite™ Cloud Service are independent from Analitica d.o.o. and unilaterally determine their prices and terms. Analitica d.o.o. is not responsible for their actions, omissions, statements, or offerings.

If Analitica d.o.o. notifies Client their current Analitica d.o.o. Business Partner will no longer resell the RiskSuite™ Cloud Service, Client may select to acquire auto renewing or continuous use RiskSuite™ Cloud Services directly from Analitica d.o.o. or from another authorized Analitica d.o.o. Business Partner.

9.5   Assignment

Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other.

Analitica d.o.o. may assign rights to receive payments. Analitica d.o.o. will remain responsible for performing its obligations.

Assignments by Analitica d.o.o. in conjunction with the sale of the portion of Analitica d.o.o.'s business that includes the RiskSuite™ Cloud Service is not restricted.

Analitica d.o.o. may share this Agreement and related documents in conjunction with any assignment.

9.6   Enterprise Companies

This RSCSA applies to Analitica d.o.o. and Client (accepting this RSCSA) and their respective Enterprise companies that provide or acquire the RiskSuite™ Cloud Service under this RSCSA.

The parties shall coordinate the activities of their own Enterprise companies under the RSCSA.

Enterprise companies include:

- companies within the same country that Client or Analitica d.o.o. control (by owning greater than 50% of the voting shares); and
- any other entity that controls, is controlled by, or is under common control with Client or Analitica d.o.o. that has signed a participation agreement.

9.7   Notices and Administration

All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address.

The parties consent to the use of electronic means for communications as a signed writing.

Any reproduction of the Agreement made by reliable means is considered an original.

The Agreement supersedes any course of dealing, discussions, or representations between the parties.

Where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.

9.8   Cause of Action

No right or cause of action for any third party is created by the Agreement or any transaction under it.

Neither party will bring a legal action arising out of or related to the Agreement more than one year after the cause of action arose.

Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.

Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations.

9.9   Global Resources

Analitica d.o.o. may use personnel and resources in locations worldwide, including contractors, to support the delivery of RiskSuite™ Cloud Services.

Client's use of the RiskSuite™ Cloud Service may result in the transfer of Content, including personal data, across country borders.

A list of countries where Content may be transferred and processed for RiskSuite™ Cloud Services is included in the applicable transaction order.

Analitica d.o.o. is responsible for the obligations under the Agreement even if Analitica d.o.o. uses a contractor and will have appropriate agreements in place to enable Analitica d.o.o. to meet its obligations for RiskSuite™ Cloud Services.

9.10   Other Services

Analitica d.o.o. may offer additional customization, configuration, or other services to support the RiskSuite™ Cloud Service, as detailed in a transaction order.