

Supplemental Terms for Ready1 for Identity Crisis Management

1. Applicability. These Supplemental Terms are incorporated into the Customer’s existing Master Solutions Agreement or other applicable agreement for the provision of Semperis software and services (“Agreement”) and apply solely with respect to Customer’s no-cost access and use of Ready1 for Identity Crisis Management (“Ready1 for Identity”). For the avoidance of doubt, these Supplemental Terms do not apply to a Customer’s paid subscription for Ready1. Capitalized terms not otherwise defined in these Supplemental Terms will have their respective meanings assigned to them in the Agreement.

2. Scope and Restrictions. Semperis grants Customer a limited, non-exclusive, non-transferable right to use Ready1 for Identity in accordance with the Documentation for any period during which Customer maintains an active subscription for Active Directory Forest Recovery and/or Disaster Recovery for Entra Tenant. Customer’s use of Ready1 for Identity is limited to employees of Customer, and the software may only be used when utilizing Disaster Recovery for Entra Tenant or Active Directory Forest Recovery to prepare for, manage, respond to, or recover from an Active Directory or Entra ID related event or incident. Customer’s use of Ready1 for Identity is subject to the following allowance restrictions:

Module	Feature/function	Limit	Allowance Restrictions
Incident	Framework	N/A	Only use provided frameworks built into the platform for Active Directory recovery related incident.
Incident	Incident Plan (playbook)	3	Link the default Semperis ADFR recovery playbook or customer enhanced playbooks for ADFR active directory recovery.
Incident	Scribe Log	1	Only utilize the built in single default scribe log for the incident response team assigned to the incident.
Incident	Bridge	3 bridges	Only allow the use of 3 live bridges concurrently during a single incident related to active directory / ADFR.
Phonebook	Contacts	3	Only utilize the 3 default phonebooks provided in ready1. Customer is limited to 100 total contacts globally within the 3 default phonebooks, regardless of whether the contacts are vendors, employees, or other contacts.
System Wide	Accounts	25	Up to 25 licensed accounts enabled to support incident response and recovery for Active Directory or Entra ID at the time of an event.
Composer	Team Builder	1	Single incident response team with named employees only (capped at 25).
DMS	Documents	1	Limited to default folder structures provided with ADFR recovery runbooks. Customer may copy and customize the ADFR recovery runbook for their environment with two additional Identity recovery playbooks leveraging ADFR and/or DRET.

3. Monitoring and Compliance. Semperis reserves the right to monitor Customer’s use of Ready1 for Identity to ensure that usage does not exceed the allowance restrictions above. In the event Semperis determines that Customer has exceed the usage allowances, Semperis will provide notice to Customer of such overutilization. Customer will be provided with a reasonable opportunity to bring usage into compliance with the license allowances or alternatively purchase the necessary Ready1 licenses to permit such use. In the event that Customer fails to respond to Semperis’ notice or bring its usage in compliance, then Semperis may suspend or terminate Customer’s access to Ready1 for Identity. For the avoidance of doubt, Semperis may use anonymized telemetry and statistics to collect usage data; however, Semperis’ monitoring of utilization does not including accessing Customer’s tenant and/or viewing the contents of any data Customer stores within Ready1 for Identity.



4. Data Retrieval. Upon termination or expiration of the Ready1 for Identity subscription, Semperis will make the Customer Data available to Customer for retrieval in a commercially reasonable manner for up to thirty (30) days. After the thirty (30) day period, Semperis will permanently delete all Customer Data without further notice, and shall have no obligation to retain or provide access to such Customer Data thereafter.

5. Support and Service Levels. During an applicable Order Term, Semperis will provide Customer with technical support for the Ready1 for Identity in accordance with the support terms set forth in the Service Levels and Support Description located at www.semperis.com/contracts. Semperis will make Ready1 for Identity available in accordance with the service levels set forth in Service Levels and Support Description.

6. Hosting. Customer acknowledges that Ready1 for Identity is hosted by commercial hosting providers that Semperis uses to host the software.

7. Security. Each Party has obligations with respect to the security of Ready1 for Identity and any proprietary, confidential and/or personal data that is processed through Ready1 for Identity ("Customer Data"). Taking into account the nature and types of Customer Data, Semperis will employ appropriate administrative, physical and technical measures (as further detailed in the Data Processing Addendum found at www.semperis.com/contracts) to protect and prevent accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control. Customer is responsible for properly configuring Ready1 for Identity in accordance with the Documentation, and securing account and login credentials. Customer agrees to use reasonable efforts to prevent unauthorized access or use of Ready1 for Identity and to promptly notify Semperis if Customer believes (a) any account and login credentials associated with Ready1 for Identity have been lost, stolen or made available to an unauthorized third party or (b) an unauthorized third party has accessed Ready1 for Identity or Customer Data.

8. Changes to Cloud Software. Semperis may make such changes to Ready1 for Identity as Semperis deems appropriate from time to time, provided such changes do not materially decrease the features or functionality of Ready1 for Identity as they existed on the Effective Date. Semperis may modify Ready1 for Identity to apply additional license restriction, including modifying or adding allowance restrictions.

9. Contradictions. In the event of a contradiction between the provisions of these Supplemental Terms and the provisions of the Agreement, the provisions of these Supplemental Terms will prevail.

Semperis Inc.

Customer: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____