

## RED VECTOR

# Terms of Service

**Effective Date:** April 15, 2026

**Last Reviewed:** April 2026

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY. By accessing or using any Red Vector website, platform, or service — including FULCRUM™, CONTEXT+™, and FUSION360™ (collectively, the "Services") — you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not access or use the Services.**

These Terms constitute a binding agreement between you (or the organization you represent) ("Customer" or "you") and Red Vector, Inc., a corporation with its principal place of business at 851 Duportail Road, Chesterbrook, PA 19087 ("Red Vector," "we," or "us").

## Contents

---

- 1. Acceptance of Terms
- 2. Definitions
- 3. Access and Use of Services
- 4. Account Registration and Security
- 5. Acceptable Use Policy
- 6. Intellectual Property Rights
- 7. Customer Data and Confidentiality
- 8. Fees and Payment
- 9. Term and Termination
- 10. Warranties and Disclaimers
- 11. Limitation of Liability
- 12. Indemnification
- 13. Privacy and Data Protection

- 14. Third-Party Services and Links
- 15. Modifications to the Services and Terms
- 16. Governing Law and Dispute Resolution
- 17. General Provisions
- 18. Contact Information

## 1. Acceptance of Terms

---

By creating an account, clicking "I Agree," accessing a free trial, or otherwise using the Services, you represent that: (a) you are at least 18 years of age; (b) you have the authority to bind the organization you represent to these Terms; and (c) your use of the Services will comply with all applicable laws and regulations.

If you are using the Services on behalf of an organization, "you" refers to that organization, and you represent that you have the authority to bind that organization to these Terms. If you do not have such authority, you may not use the Services.

## 2. Definitions

---

- **"Services"** means all Red Vector software products, platforms, applications, and related services, including FULCRUM™ (the core insider risk intelligence platform), CONTEXT+™, FUSION360™, and any associated service tiers (Bootcamp, Basecamp, Mission Support, Mission Partner Program), as made available by Red Vector.
- **"Customer Data"** means all data, files, information, and content submitted by Customer or its authorized users to the Services.
- **"Authorized User"** means an employee, contractor, or agent of Customer who is authorized by Customer to access and use the Services under Customer's account.
- **"Subscription"** means Customer's right to access and use the Services during a defined subscription term, as set forth in an applicable Order Form or agreement.
- **"Order Form"** means a written or electronic document specifying the Services, subscription tier, pricing, and other commercial terms agreed to between Red Vector and Customer.
- **"Documentation"** means any technical guides, user manuals, release notes, and other materials made available by Red Vector describing the features and use of the Services.

- **"Confidential Information"** means any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

## 3. Access and Use of Services

---

### 3.1 License Grant

Subject to Customer's compliance with these Terms and timely payment of all applicable fees, Red Vector grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services during the applicable subscription term, solely for Customer's internal business purposes and in accordance with the Documentation.

### 3.2 Free Trials

Red Vector may offer access to the Services on a free trial basis. Free trial access is subject to these Terms and any additional conditions presented at the time of trial registration. Red Vector reserves the right to modify or terminate free trial access at any time without notice. At the conclusion of the trial period, continued access requires a paid subscription.

### 3.3 Service Tiers

Red Vector offers multiple service tiers including Bootcamp, Basecamp, Mission Support, and Mission Partner Program. The features, support levels, and pricing associated with each tier are described in the applicable Order Form or on Red Vector's website. Red Vector may modify service tier offerings with reasonable prior notice.

### 3.4 Modifications to Services

Red Vector reserves the right to modify, update, or discontinue features of the Services at any time. Red Vector will make reasonable efforts to notify Customers of material changes that adversely affect the Services. Continued use of the Services following notice of changes constitutes acceptance of those changes.

## 4. Account Registration and Security

---

To access the Services, Customer must register for an account and provide accurate, current, and complete information. Customer is responsible for:

- Maintaining the confidentiality of all account credentials;
- All activities that occur under Customer's account;
- Promptly notifying Red Vector of any unauthorized use of the account or any other security breach at [compliance@redvector.ai](mailto:compliance@redvector.ai);
- Ensuring that only Authorized Users access the Services under Customer's account.

Red Vector is not liable for any loss or damage arising from Customer's failure to maintain the security of its account credentials. Customer may not share login credentials across multiple individuals or allow concurrent use of a single user account by multiple persons.

## 5. Acceptable Use Policy

---

Customer agrees to use the Services only for lawful purposes and in accordance with these Terms.

Customer shall not, and shall not permit any Authorized User or third party to:

- Use the Services to violate any applicable local, state, national, or international law or regulation;
- Attempt to gain unauthorized access to the Services, other accounts, or Red Vector's infrastructure;
- Interfere with or disrupt the integrity or performance of the Services or related systems;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying algorithms from the Services;
- Reproduce, distribute, sell, sublicense, rent, lease, or transfer access to the Services to any third party;
- Remove or obscure any proprietary notices, labels, or marks on the Services or Documentation;
- Use the Services to store, transmit, or process data in a manner that violates any third-party rights, including intellectual property or privacy rights;
- Use the Services in a manner that poses a threat to national security, critical infrastructure, or public safety;
- Upload, transmit, or distribute any malware, ransomware, or other malicious code through the Services;

- Use automated tools or scripts to access or scrape the Services beyond their intended functionality without prior written consent from Red Vector.

Red Vector reserves the right to suspend or terminate access to the Services immediately if Customer violates this Acceptable Use Policy.

## 6. Intellectual Property Rights

---

### 6.1 Red Vector IP

Red Vector and its licensors retain all right, title, and interest in and to the Services, Documentation, software, algorithms, models, methodologies, branding, and all related intellectual property — including FULCRUM™, CONTEXT+™, FUSION360™, Risk-Adaptive Intelligence™, RiskBrief™, AskFulcrum™, and the Contextual Inference Layer. Nothing in these Terms transfers any ownership rights in Red Vector's intellectual property to Customer.

### 6.2 Customer Data Ownership

Customer retains all right, title, and interest in and to Customer Data. By submitting Customer Data to the Services, Customer grants Red Vector a limited, non-exclusive, royalty-free license to process Customer Data solely as necessary to provide the Services and as described in these Terms and the Privacy Statement.

### 6.3 Feedback

If Customer provides Red Vector with any suggestions, ideas, enhancement requests, or other feedback relating to the Services ("Feedback"), Customer grants Red Vector a perpetual, irrevocable, royalty-free license to use that Feedback for any purpose, including improving the Services, without any obligation to Customer.

### 6.4 Trademarks

Customer may not use Red Vector's name, logos, or trademarks in any manner without Red Vector's prior written consent, except as strictly necessary to identify Red Vector as the provider of the Services.

## 7. Customer Data and Confidentiality

---

### 7.1 Customer Data Responsibilities

Customer is solely responsible for the accuracy, quality, integrity, legality, and appropriateness of all Customer Data. Customer represents and warrants that it has all necessary rights, licenses, and permissions to submit Customer Data to the Services and to authorize Red Vector to process it as described in these Terms.

### 7.2 Confidentiality

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party except as permitted under these Terms; and (c) use Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms.

Confidentiality obligations do not apply to information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was rightfully known to the receiving party prior to disclosure; (iii) is independently developed by the receiving party without use of Confidential Information; or (iv) is required to be disclosed by law or court order, provided the receiving party provides prompt notice to the disclosing party where legally permitted.

### 7.3 Data Security

Red Vector implements and maintains commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, destruction, alteration, or disclosure. For detailed information on security practices, please refer to the Red Vector Security Whitepaper available upon request.

## 8. Fees and Payment

---

### 8.1 Subscription Fees

Customer agrees to pay all fees specified in the applicable Order Form. Unless otherwise stated, all fees are quoted in U.S. dollars and are non-refundable. Red Vector reserves the right to modify pricing with at least thirty (30) days' prior written notice before the start of the next renewal term.

## **8.2 Payment Terms**

Invoices are due and payable within thirty (30) days of the invoice date, unless otherwise specified in the Order Form. Red Vector reserves the right to suspend access to the Services for any account with overdue payments, following written notice and a ten (10) day cure period.

## **8.3 Taxes**

Customer is responsible for all taxes, levies, or duties imposed by taxing authorities in connection with Customer's purchase of the Services, excluding taxes on Red Vector's net income. If Red Vector is required to collect or pay taxes on behalf of Customer, Red Vector will invoice Customer for such taxes, and Customer agrees to pay them.

## **8.4 Disputes**

Customer must notify Red Vector in writing of any fee dispute within thirty (30) days of the invoice date. Undisputed amounts remain due. The parties will work in good faith to resolve any billing disputes promptly.

# **9. Term and Termination**

---

## **9.1 Term**

These Terms remain in effect for as long as Customer has an active account or subscription with Red Vector. Subscription terms are specified in the applicable Order Form and automatically renew unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current subscription term.

## **9.2 Termination for Cause**

Either party may terminate these Terms immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure such breach within thirty (30) days of written notice; (b) becomes

insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy or similar proceedings; or (c) ceases business operations.

### **9.3 Effect of Termination**

Upon termination or expiration: (a) all licenses granted to Customer terminate immediately; (b) Customer shall immediately cease using the Services; (c) each party shall promptly return or destroy the other party's Confidential Information; and (d) Customer may request an export of Customer Data within thirty (30) days of termination, after which Red Vector may delete Customer Data in accordance with its data retention practices.

### **9.4 Survival**

Sections 6 (Intellectual Property), 7.2 (Confidentiality), 10 (Warranties and Disclaimers), 11 (Limitation of Liability), 12 (Indemnification), and 16 (Governing Law) survive termination or expiration of these Terms.

## **10. Warranties and Disclaimers**

---

### **10.1 Red Vector Warranties**

Red Vector warrants that: (a) the Services will perform materially in accordance with the Documentation during the applicable subscription term; and (b) Red Vector will not knowingly introduce malware or malicious code into the Services. Customer's sole remedy for breach of this warranty is for Red Vector to use commercially reasonable efforts to correct the non-conformity or, if correction is not reasonably practicable, to terminate the relevant Services and refund prepaid unused fees.

### **10.2 Disclaimer**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, RED VECTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. RED VECTOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR DETERMINING THE APPROPRIATENESS OF THE SERVICES FOR ITS USE CASE.

## **11. Limitation of Liability**

---

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED VECTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF RED VECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RED VECTOR'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THESE TERMS — WHETHER IN CONTRACT, TORT, OR OTHERWISE — SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO RED VECTOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

The limitations in this Section apply regardless of the legal theory on which a claim is based and shall apply even if any limited remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you.

## 12. Indemnification

---

### 12.1 By Customer

Customer shall defend, indemnify, and hold harmless Red Vector and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer's use of the Services in violation of these Terms; (b) Customer Data, including any claim that Customer Data infringes or misappropriates the rights of a third party; or (c) Customer's violation of applicable law.

### 12.2 By Red Vector

Red Vector shall defend, indemnify, and hold harmless Customer from and against any third-party claims alleging that the Services, as provided by Red Vector and used in accordance with these Terms, infringe or misappropriate such third party's intellectual property rights. Red Vector shall have no obligation under this Section for claims arising from: (a) modification of the Services by any party other than Red Vector; (b) combination of the Services with products not provided or authorized by Red Vector; or (c) Customer's continued use of the Services after receiving notice of a potential infringement claim.

### 12.3 Indemnification Procedure

The indemnified party must: (a) promptly notify the indemnifying party in writing of the claim; (b) give the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation.

The indemnifying party may not settle any claim that imposes obligations, restrictions, or liability on the indemnified party without prior written consent.

## 13. Privacy and Data Protection

---

Red Vector's collection and processing of personal data in connection with the Services is governed by the Red Vector Privacy Statement, available at [redvector.ai/privacy.html](https://redvector.ai/privacy.html), which is incorporated into these Terms by reference.

Where Red Vector processes personal data on behalf of Customer as a data processor, the parties' respective rights and obligations are governed by the Red Vector Data Processing Agreement (DPA), which is executed separately and incorporated into these Terms upon execution.

For information about our use of cookies and similar technologies, please see our Cookie Notice at [redvector.ai/cookie-notice.html](https://redvector.ai/cookie-notice.html).

## 14. Third-Party Services and Links

---

The Services may integrate with or link to third-party applications, services, or websites ("Third-Party Services"). Red Vector is not responsible for the content, accuracy, privacy practices, or availability of any Third-Party Services. Customer's use of Third-Party Services is governed by the terms and policies of those third parties. Red Vector makes no warranties regarding Third-Party Services and disclaims all liability arising from Customer's use of them.

If Customer chooses to enable integrations with Third-Party Services (such as SIEM platforms, endpoint detection tools, or HR systems), Customer authorizes Red Vector to exchange Customer Data with those services as necessary to provide the integration functionality. Customer is responsible for ensuring it has the right to connect those third-party systems.

## 15. Modifications to the Services and Terms

---

Red Vector may update these Terms from time to time. When we make material changes, we will notify Customer via email or a prominent notice on our website at least thirty (30) days before the changes take effect. Your continued use of the Services after the effective date of any changes constitutes acceptance of the updated Terms.

If Customer does not agree to any updated Terms, Customer may terminate its subscription before the updated Terms take effect by providing written notice to Red Vector. No refunds will be issued for prepaid fees, except as expressly provided in an applicable Order Form.

## 16. Governing Law and Dispute Resolution

---

### 16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

### 16.2 Dispute Resolution

The parties agree to attempt to resolve any dispute arising out of or relating to these Terms through good-faith negotiation for a period of thirty (30) days following written notice of the dispute. If the dispute is not resolved through negotiation, either party may pursue its available legal remedies.

### 16.3 Venue

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Chester County, Pennsylvania. Each party hereby consents to the personal jurisdiction of such courts and waives any objection to venue.

### 16.4 Waiver of Jury Trial

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES.

## 17. General Provisions

---

- **Entire Agreement:** These Terms, together with any applicable Order Forms, the Privacy Statement, and the Data Processing Agreement, constitute the entire agreement between the parties regarding the subject matter herein and supersede all prior agreements, representations, and understandings.

- **Severability:** If any provision of these Terms is found to be unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.
- **Waiver:** Failure by either party to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.
- **Assignment:** Customer may not assign or transfer any rights or obligations under these Terms without Red Vector's prior written consent. Red Vector may assign these Terms in connection with a merger, acquisition, or sale of substantially all its assets. Any attempted assignment in violation of this provision is void.
- **Force Majeure:** Neither party shall be liable for any delay or failure in performance resulting from causes beyond that party's reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, or internet outages.
- **Notices:** All notices required under these Terms shall be in writing and delivered by email (with confirmation of receipt) or by certified mail to the addresses set forth in the applicable Order Form or to [compliance@redvector.ai](mailto:compliance@redvector.ai) for Red Vector.
- **Independent Contractors:** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.
- **No Third-Party Beneficiaries:** These Terms are for the benefit of the parties only and do not create any rights in any third party.
- **Headings:** Section headings are for convenience only and shall not affect the interpretation of these Terms.

## 18. Contact Information

---

If you have any questions about these Terms of Service, please contact us:

**Red Vector, Inc.**

ATTN: Legal / Compliance

851 Duportail Road

Chesterbrook, PA 19087-5575

United States

**Email:** [compliance@redvector.ai](mailto:compliance@redvector.ai)

**Sales:** [sales@redvector.ai](mailto:sales@redvector.ai)

**Website:** [redvector.ai](https://redvector.ai)

*This document does not constitute legal advice. Consult qualified legal counsel before relying on this document.*