SmartVault and SmartPath

Terms of Service

SmartVault and SmartPath Terms of Service

Context & Parties

a. These Terms of Service (**Terms of Service**) govern your use of the SmartVault and SmartPath services offered by us. The Terms of Service and any other document expressly incorporated shall, together, be the **Agreement**.

b. When we refer to **we**, **us**, or **our**, it will mean the company responsible for the Services that you are subscribing to and/or using and will vary by the region you are in. Namely, this will be:

   I. For our SmartVault and SmartPath products in the USA, GetBusy USA Corporation, a Delaware corporation (doing business as SmartVault Corporation) (**SmartVault Corporation**); or

   II. For our SmartVault products in the United Kingdom, SmartVault Software Limited, a company registered in England under number 14670587 and whose registered address is at Suite 8, The Works, 20 West Street, Unity Campus, Pampisford, Cambridge, United Kingdom CB22 3FT (**SmartVault UK**).

c. SmartVault Corporation and SmartVault UK license and operate services under intellectual property owned by SmartVault UK.

d. This Agreement is a legally binding contract between SmartVault Corporation or SmartVault UK (as appropriate) and the individual or entity (**you** or **Customer**) that agrees to be bound by it. You can do this by either clicking "I Agree", signing a Quote referring to this Agreement, or otherwise using the Services. If you do not agree, do not register for or use the Services.

e. If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity. If you do not have such authority, do not use the Services.

f. For users subject to specific regional personal data legislation (e.g. state-level consumer privacy laws such as (without limitation) the California Consumer Privacy Act, EU GDPR, or UK GDPR), additional supplemental terms may apply and are incorporated by reference.

g. These terms apply to SmartVault and SmartPath services and supersede and consolidate all prior versions, EULAs, refund policies and product-specific agreements.

Interpretation

a. The headings contained in the Terms of Service or any other document incorporated are for convenience only and do not affect the interpretation of specific terms.

b. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

c. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

d. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

e. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

f. A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.

g. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

NOW IT IS HEREBY AGREED that:

1. Definitions

1.1 **Account Owner** means the individual who accepts the Quote or otherwise establishes the subscription.

1.2 **AI Features** means any functionality of the Services that uses artificial intelligence, machine learning, large language models, optical character recognition or other automated techniques to read, recognize, classify, index, extract, summarize, generate or analyze content, whether the underlying models are developed by us or by third parties, and whether they run within our cloud hosting environment or are provided by third-party providers.

1.3 **Beta Product** means any feature of a Service provided by us that is identified as being provided on a beta or otherwise an evaluation basis.

1.4 **Confidential Information** means non-public information disclosed by one party to the other in connection with this Agreement in whatever form and howsoever held and irrespective of whether such information is marked as confidential or secret; including (without limitation) trade secrets, information pertaining to the Services (including visual expressions, screen formats, report formats and other design features), algorithms, proprietary methodologies, intellectual property rights, information (including personal data) relating to the customers, suppliers, or personnel of either party, and technical information relating to computer systems, networks and databases.

1.5 **Controller**, **data subject**, **personal data**, **processor**, **process**, or **processing** shall have the meanings set out in the relevant Data Protection Legislation. Where such terms are not expressly defined in the relevant Data Protection Legislation, references to these terms in the Agreement shall be interpreted as references to their equivalent concepts in that legislation.

1.6 **Data Protection Legislation** means any applicable statute or regulation regulating the processing of personal data and includes without limitation (and as relevant) the California Consumer Privacy Act of 2018 (USA), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (**GDPR**), and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**UK GDPR**), and the Privacy and Electronic Communications Regulations (UK).

1.7 **Force Majeure Event** means anything beyond the reasonable control of a party, including fires and other acts of God, war, acts of terrorism, political unrest or insurrection, strikes (of other (but not its own) employees), unavoidable accident, explosion, public mains electrical supply failure, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not) and any other similar event beyond the reasonable control of the party concerned; but does not extend to (i) your resulting failure to pay charges due under this Agreement for any reason or (ii) any event which the affected party could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost.

1.8 **Initial Term** means, where a multi-year order form has been signed, the initial subscription period specified in that order form. In all other cases it refers either to 1 (one) year (in the case of an annual plan) or 1 (one) month (in the case of a monthly plan).

1.9 **Partner Software** means a third-party software component that is not proprietary to us that is required in order for you to access or use the Services.

1.10 **Quote** means a commercial order, offer or pricing document accepted by you referring to this Agreement.

1.11 **Renewal Term** means any subsequent period following the Initial Term, if the subscription is renewed in accordance with this Agreement. Pricing for any Renewal Term shall be at our then-current standard rates unless otherwise agreed in writing.

1.12 **Service(s)** means the hosted software-as-a-service platforms known as SmartVault and SmartPath and any associated applications or components (e.g. desktop sync tools, browser plug-ins, mobile apps).

1.13 **SmartPath** means the pricing platform for tax and accounting professionals.

1.14 **SmartVault** means the document management and workflow automation platform.

1.15 **User** means any person authorized by you to access the Services and for whom a valid license subscription has been purchased.

2. License grant and restrictions

2.1 Subject to this Agreement and in consideration of the payment of the subscription fee, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your business purposes.

2.2 You may only use the Service in accordance with the relevant subscription plan, published on our website and updated periodically, which sets forth the feature availability for your account.

2.3 All rights not expressly granted are reserved. You may not:

(i) decompile, disassemble, reverse engineer or otherwise attempt to derive source code;

(ii) create derivative works based on any intellectual property that we make available to you;

(iii) resell, redistribute, sublicense or otherwise transfer access; or

(iv) circumvent usage limits or security features.

2.4 Services may be accessed by multiple Users within your organization, provided each such User abides by this Agreement and has a valid license subscription. Sharing of license credentials between Users within your organization is strictly prohibited and we reserve the right to charge in arrears for Users that we, in our sole reasonable judgment, believe to have been sharing license credentials.

2.5 Other than the rights afforded you expressly in this Agreement, you have no right, title or interest in or to such intellectual property rights or proprietary information and you shall only use it for the purposes permitted. SmartVault Corporation and SmartVault UK retain all right, title and interest in the Services and software.

2.6 We may, in our reasonable discretion, set, change and enforce limits on use of the Service, including on the volume, rate or frequency of requests, transactions, uploads, downloads, synchronization activity, API calls and use of AI Features. Limits may differ by plan, channel and feature, and may be enforced automatically (for example by queuing, slowing or rejecting requests that exceed a limit). We may, but are not obliged to, publish limits or notify you before enforcing them, and higher limits may be available on other plans. Enforcement of a limit is not a defect in, or unavailability of, the Service. You must not attempt to circumvent any limit. If we tell you that your use exceeds a limit, you must bring it within the limit within the period we specify, which may be immediate where we consider it necessary to protect the Service. Telling you is not a precondition to our enforcing a limit, and if you do not comply we may take any of the measures in clause 3.9 and charge you under clause 10.7, in addition to our other rights under this Agreement, including termination for breach.

3. User accounts and security

3.1 Each User must maintain the confidentiality of their credentials and you are solely responsible for ensuring this. This means that you must not let someone else access or use the Service under your username.

3.2 To further protect User credentials, Multi-Factor Authentication (**MFA**) must be enabled by the Account Owner in all circumstances where this is possible. Failure to enable MFA exposes you to heightened security risks and we will not be held liable for any harm or loss arising from any User credential compromise or similar security breach.

3.3 We will make reasonable efforts to help you reset a lost password, but we are not responsible for any harm you may suffer if we are unable to do so and as a result you cannot access your stored information.

3.4 We reserve the right to suspend a User's access to your account if requested by one of your officers (or comparable official).

3.5 Depending on the product you have subscribed to, you may be allowed to register a subdomain of our URL to point to your data repository (e.g. "yourname.smartvault.com"). Without limiting the obligations of this Agreement, we reserve the right in our sole discretion to require you to change any such subdomain within thirty (30) days to an alternative acceptable to us. If you do not do so, we may disable the subdomain.

3.6 You agree to notify us immediately if you suspect unauthorized access, misuse of credentials, or potential security incidents.

3.7 Without limiting your other obligations or rights under this Agreement, you may not use the Service in an unreasonable manner. This includes, without limitation:

(i) Interfering with others' use of the Service;

(ii) Accessing anyone else's information stored on the Service without proper authorization;

(iii) Probing or attempting to breach the security measures of the Service or any network associated with it;

(iv) Seeking to trace any information about, or owned by, any other user of the Service (including personal or financial information);

(v) Taking any action that unreasonably or disproportionately burdens the Service or any network or infrastructure associated with it. This may include request volumes, transaction rates, synchronization activity or bandwidth usage that we judge to be excessive relative to ordinary business use;

(vi) Engaging in "spoofing" (for example disguising the origin of any transmission you send to us via the Service);

(vii) Accessing or operating the Service, or any content stored on it, by means of any bot, script, scraper, crawler, browser-automation tool, AI agent or other automated or non-human means, other than (a) ordinary use of our interfaces and applications by a human User, or (b) use of our API in accordance with section 6;

(viii) Impersonating anyone else in connection with the Service;

(ix) Infringing someone else's intellectual property rights in connection with your use of the Service;

(x) Use the Service to violate applicable law;

(xi) Use the Service to transmit or store viruses, trojan horses, bots, crawlers, keystroke recorders or other malware of any kind.

3.8 You are responsible for all activity on your account and all activity carried out using your or any User's credentials, whether carried out by a User, by any third party you have permitted, or by any software, script, integration, bot, AI agent or other automated tool, and whether or not you intended or authorized the specific activity. All such activity is treated as your use of the Service under this Agreement.

3.9 If we reasonably believe that activity on your account (including activity described in clause 3.8) breaches clause 3.7, places an unreasonable or disproportionate load on the Service, or threatens the security, integrity, performance or availability of the Service or of any other customer's data, we may, without liability to you: (a) limit, throttle or rate-limit the volume or frequency of requests, transactions, uploads, downloads, synchronization activity or API calls from your account or from any User, device, integration, API Client or network address associated with it; (b) suspend or block all or part of your or any User's access to the Service or to any feature, integration or activity; and/or (c) take any other technical measure we reasonably consider appropriate. Where we consider it necessary to protect the Service or its performance we may act without prior notice. We will tell you what we have done as soon as reasonably practicable, restore access once the activity has stopped or been brought within acceptable limits, and work with you in good faith to find a supported way to achieve your objective. Measures taken under this clause are not a breach of this Agreement and do not entitle you to any refund, credit, extension or other remedy. They are in addition to our other rights, including termination under section 9.

3.10 If your breach of clause 3.7 causes us to incur additional costs (for example additional infrastructure, engineering or support time), we may charge you for those costs at our then-current professional services rates.

4. Undertakings

4.1 All users of our Services must be at least eighteen (18) years old and using the Service in a business capacity. If you or any of your proposed Users are under the age of eighteen (18), neither you nor they are permitted to use the Service, nor provide your or their personal information to us.

4.2 You certify that all registration information you have provided to us is complete and accurate in all material respects. If we ever have grounds to suspect otherwise, we may at our discretion suspend your access to the Service until the issue is cleared up.

4.3 You must not do anything that could damage our reputation or otherwise bring our name and/or products into disrepute.

4.4 You must comply, and where applicable ensure that your Users comply, with all applicable laws when using our Services.

4.5 While we may perform penetration testing over the Services, you shall not perform, or allow to be performed by your Users or other contractors engaged by you or them, any penetration testing or analogous event over the Services.

4.6 You agree to cooperate with us and provide such assistance and access to your systems, staff and information as we may reasonably require to provide our Services to you.

5. AI and machine-learning features

5.1 Our products include features and functions that utilize artificial intelligence (**AI**) technology to enhance and automate certain services. By using the Service, you acknowledge and agree that AI Features are integral to the functionality of the Service. You consent to the use of AI Features to process, analyze and deliver services based on the data provided by you. AI Features may use models developed by third parties (for example, Anthropic). Where we run those models within our own cloud hosting environment, the model developer does not receive or otherwise have access to your content. Where an AI Feature is provided by a third-party provider, we identify that provider in the Subprocessor list on our website.

5.2 As between you and us, you own the outputs that AI Features generate from your content (such as recognized text, extracted data, summaries and workpapers). We and our licensors retain all rights in the AI Features themselves, including models, prompts, configurations and improvements to them. You acknowledge that AI Features may generate the same or substantially similar outputs for other customers from similar inputs.

5.3 You are responsible for the outputs of AI Features. AI Features can produce outputs that are inaccurate, incomplete or out of context, and they are not a substitute for your own professional judgment and diligence. Before you rely on any output or use it in your work or for any other purpose, you must review it and satisfy yourself that it is accurate and complete. You are solely responsible for the accuracy, completeness and suitability of any output that you rely on or use, and for the consequences of doing so.

5.4 AI Features are powered by models and technologies developed by us or by third-party providers. They may interpret, recognize, extract or generate content (e.g. recognized text, extracted data, document summaries, questionnaires), and their outputs are provided *as is*, are not necessarily tailored to your specific circumstances and should not be relied upon as sole sources of truth. We make no representation about, and disclaim any liability for, the availability or otherwise of AI Features and for any errors, omissions or misinterpretations in their outputs (including recognized text and extracted data). You will ensure that any output from AI Features is not used (i) in a way that misleads any person into the belief that such output was solely human-generated, or (ii) to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision.

5.5 We are committed to the following AI principles when using and providing AI capabilities in our Services:

(i) **Data privacy:** The privacy of our customers' data and content remains paramount. Our AI technologies will adhere to the same content and information access privileges as the user. Data beyond a user's access privileges will never be used or accessed by the AI technologies available to that user.

(ii) **Security:** Our AI technologies will maintain our very high standards of data security and will be subject to the same rigorous security testing and auditing as our core applications.

(iii) **Transparency:** We will provide clear explanations of how our AI technologies work, their benefits and limitations and how your data is used.

(iv) **Control**: We will never allow your data to be used in the training of AI models without a clear explanation and your express approval. For this purpose, training means using your content to train or fine-tune a machine learning model. It does not include using your content to operate, configure, test, evaluate, troubleshoot or support the AI Features for your account.

(v) **Fairness**: We will ensure that our AI technologies are fair, unbiased and inclusive by design. We will partner only with reputable AI vendors who share our commitment to privacy, security and ethical standards.

5.6 These principles describe how we approach AI Features. They are commitments about our practices, not warranties about the outputs of AI Features.

5.7 You acknowledge and agree that AI Features are provided for informational purposes only and we disclaim any liability for any decisions you make based on the outputs of AI Features. We do not make any warranty regarding the results obtainable from using any AI Feature and you agree that you will not rely on factual assertions, designs, workflows, processes or code in AI Feature output without independent fact-checking or review. While we disclaim liability for AI Feature outputs, we will offer reasonable troubleshooting to ensure that the AI Features function as intended.

6. Third-party integrations and API use

API access rights

6.1 You may enable integrations with third-party tools (e.g. tax software, e-signature tools, CRMs). Subject to your ongoing compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable right to access and use any API we make available to you solely to develop, implement and maintain software applications (**API Clients**) that interface with the Services.

6.2 Accordingly, you authorize us to share your data with third-party systems as necessary to enable integrations.

6.3 We disclaim responsibility for errors, data loss, or breaches arising from third-party systems or services.

Third-party developers

6.4 If you engage third-parties to develop or maintain any API Client, you are responsible for their compliance with this Agreement as if they were you. Any breach by such third party will be deemed a breach by you.

Required terms for end users

6.5 You must ensure that any API Client that you distribute is subject to:

(i) Legally compliant and clearly presented terms of service and a privacy policy; and

(ii) A mechanism for end users to review and accept those terms and policies prior to use.

User content and intellectual property rights

6.6 You and your API Clients may only access, use or process content or personal data from other Service users with their lawful consent. You must not store, display, transmit or reuse any such content without proper authorization.

Terms apply *mutatis mutandis*

6.7 All terms in this Agreement (including content handling, data security, usage restrictions, warranty disclaimers and limitations of liability) apply equally to your and your API Client's use of our APIs.

Your responsibility; indemnity

6.8 You are solely responsible for the actions and omissions of your API Clients and your business operations. You will defend, indemnify and hold us harmless from and against any claims, liabilities, losses or costs arising out of your API Clients or related conduct, including violations of law.

Rate limits and usage caps

6.9 We may impose limits on API usage, including call volumes, data transfer and connection rates, with or without notice.

Monitoring and anti-circumvention

6.10 We may monitor API usage for compliance and performance. You must not (i) interfere with or obscure monitoring functionality, or (ii) incorporate functionality into your API Clients designed to do so.

Service testing disclaimer

6.11 If the Service interacts with your API Client (e.g. for testing), that interaction is provided *as is* and we will not be bound by any terms embedded in or presented by your software, including clickwrap or browsewrap terms.

Separate account required

6.12 To use our core Services independently of the API, you must maintain a valid account and subscribe to an appropriate plan.

Prohibited uses

6.13 You must not, and must not permit your API Client to:

(i) Mimic the visual identity, branding or "look and feel" of the Service interface;

(ii) Bypass or disable Service security, access limits or usage controls;

(iii) Misrepresent any affiliation with, or endorsement by us.

Breach and enforcement

6.14 If you or your API Client breaches this section, we may, at our sole discretion:

(i) Suspend or block the API Client's access to the Services;

(ii) Require you to cease distribution or implement updates to rectify the breach;

(iii) Revoke your API access rights entirely.

These remedies are in addition to any other rights we may have.

7. Partner software, third-party resource & open-source libraries

Partner software

7.1 You acknowledge that the Services may incorporate or require the use of Partner Software.

7.2 We do not provide any warranties or accept any liability in respect of the performance of the Partner Software.

Third-party sites, resources and services

7.3 Our Services may contain features and functions linking you to or providing you with certain functionality and access to third-party sites, resources, products and services.

7.4 We do not warrant, endorse or assume any liability in respect of such third-party sites, resources, products or services and we will not be a party to or in any way be responsible for monitoring any transaction between you and any such third-party. Any contract entered into and any transaction completed via any such third-party site or resource is between you and the relevant third-party, and not us.

Open source libraries

7.5 The Services may include certain open-source libraries or components that are licensed to us under open-source licenses (**Open Source Components**). By using the Services, you agree that these Open Source Components are a part of the Services and are subject to the terms of the applicable open-source licenses.

7.6 We reserve the right to update, modify, replace or remove any Open Source Components included in the Service at any time without prior notice to you. Additionally, new open-source libraries may be introduced as part of future versions or updates to the Services.

7.7 We will not incorporate into the Services any Open Source Components that are the subject to the terms of any license that would:

(i) impose any obligation to disclose or make available to third parties the source code, derivative works, modifications or compiled versions of the Services, including but not limited to licenses such as the GNU General Public License (GPL), Affero General Public License (AGPL), Lesser General Public License (LGPL) or any other "copyleft" or reciprocal open-source license;

(ii) require that any derivative work, or any Service that combines with or links to such Open Source Component, be licensed under the same terms or under an open source license that would oblige the release of proprietary code or grant any third party the right to access, use, modify or distribute such derivative work; or

(iii) mandate the distribution of compiled object code, binary code, or any other form of the Services, including source code, as a condition for distributing the Services or any derivative works thereof.

We will only use Open Source Components governed by permissive licenses, such as the MIT License, BSD License or Apache License, that do not impose such disclosure or public licensing obligations on the Services, their derivative works or compiled forms.

7.8 The Open Source Components provided with the Services are distributed "as-is" and are subject to the terms and conditions of their respective licenses. We make no representation or warranty, express or implied, regarding these Open Source Components, including their suitability, reliability or performance.

8. Customer content and data retention

8.1 You retain all rights in your uploaded or transmitted content. You grant us a non-exclusive, worldwide, royalty-free license to host, store, copy, transmit, display, process, analyze, index, from and create derived data (such as text layers, extracted fields and search indexes) from your content, solely to provide, secure and support the Services for you and as otherwise permitted by this Agreement. Derived data is treated as your content and is deleted when your content is deleted under clause 8.8.

8.2 You are solely responsible for the content of any information you send to, or store on, the Service. You will defend and indemnify us from any third-party claim of any nature concerning such content.

8.3 We may, in our discretion, remove or block access to any content you upload to the Service that is (in our opinion) in violation of the prohibited-content provisions of this Agreement. This notwithstanding, we do not undertake to police uploaded content.

8.4 We may access, retain or disclose your data or other information relating to your use of the Services if required to do so by law, regulation, subpoena, court order, warrant or other valid legal or governmental request (a **Legal Request**).

8.5 If we receive a Legal Request relating to your account, we will:

(i) Promptly notify you of the request, unless prohibited by law, court order or governmental instruction from doing so;

(ii) Where permitted, provide you with a copy of the Legal Request or a summary of its scope and subject matter;

(iii) Allow you, at your own expense, a reasonable opportunity to challenge the request, seek a protective order, or otherwise contest the disclosure; and

(iv) Cooperate reasonably with your efforts to limit or oppose the disclosure, provided that such cooperation does not impose material cost, legal or reputational risk on us.

8.6 We reserve the right to comply with any Legal Request we reasonably believe to be valid and binding. If we are prohibited by law or compelled by urgency to comply without prior notice to you, we may do so without liability.

8.7 We will not be liable to you or any third-party for any disclosure made in good faith in compliance with a Legal Request.

8.8 We have the right to delete your data ninety (90) days after:

(i) any cancellation or non-renewal of your subscription;

(ii) payment default; or

(iii) expiration of a free trial.

8.9 Data retrieval requests made during this grace period may be subject to fees that will be quoted at the time.

8.10 We collect, and may retain and use, data about access to and use of the Services, such as request volumes, API calls, feature usage, performance and error data (**Usage Data**), to operate, secure, meter, bill for, support and improve the Services, to enforce this Agreement, and to produce aggregated or de-identified statistics that do not identify you or any individual. Usage Data is not your content, and section 12 does not restrict our use of it for these purposes. Where Usage Data includes personal data, we process it in accordance with section 13 and our Privacy Policy. Our records of Usage Data are, absent manifest error, conclusive for the purposes of this Agreement, including for billing and for clauses 2.6 and 3.9.

9. Commencement, expiry & termination

Commencement & Expiry

9.1 The Agreement will commence on the earlier of the effective date specified in your Quote or the date on which you access the Service.

9.2 The Agreement will continue for the Initial Term. During the Initial Term, you may not cancel the Agreement except as expressly permitted in these Terms (e.g. for breach by us). At the end of the Initial Term, the Agreement shall automatically renew for successive Renewal Terms of one (1) month (in the case of monthly plans) or one (1) year (in the case of all other plans) each, unless either party gives written notice of non-renewal at least twenty-one () days before the end of the then-current term

9.3 The Agreement shall expire once you have canceled your subscriptions for all products.

Termination

9.4 Otherwise, the Agreement may be earlier terminated for breach by either party, or by us for convenience, or by you where you do not agree with revised terms pursuant to clause 16.2 or object to the appointment of a new Subprocessor pursuant to clause 13.4(v).

Consequence of expiry or earlier termination

9.5 Upon expiry or earlier termination:

(i) All licenses terminate;

(ii) Access to the Services ceases;

(iii) Stored content may be deleted per section 8.

10. Payments and billing

10.1 Services are offered on a subscription basis. For multi-year subscriptions, the per-User pricing set out in the Quote shall remain fixed for the duration of the Initial Term, regardless of changes to our standard pricing during that period. Any additional Users added during the Initial Term shall be charged at the same per-User rate. Payment terms are outlined in your Quote.

10.2 All charges payable by you under the Agreement (**Fees**) are exclusive of any applicable local taxes (such as value added tax or sales tax) which you must pay in addition where relevant, unless otherwise specified.

10.3 You are responsible for timely payment of all Fees. Failure to pay may result in suspension or termination of access and deletion of stored content and data without our liability. Please note that suspended accounts can take up to thirty (30) days to reactivate once overdue Fees have been paid in full.

10.4 In the event of an account being suspended for non-payment of Fees three (3) or more times within a twelve (12) month period, we reserve the right to permanently delete the account and its content and data and in such circumstances we make no commitment to reactivate the account.

10.5 If you believe that any Fee is incorrect or you dispute the whole or any portion of a Fee, you shall pay the portion of the amount which is not in dispute and will notify us in writing (within ten (10) days of your receipt of the Quote or invoice) as to why you believe the remainder of the Fee is incorrect. If you do not dispute a Fee amount within ten (10) days of your receipt of the relevant Quote or invoice, it will be deemed to be correct and binding on you.

10.6 If we do not receive payment in accordance with the payment terms set out in the Quote or payment is declined (including where you have not provided valid credit card or ACH details), in addition to our right to suspend or cancel Services set out in clause 10.3 and 10.4, we also reserve the right to charge interest on the Fees due at (a) (in the case of SmartVault Corporation) a rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower or (b) (in the case of SmartVault UK) the statutory rate prescribed from time to time by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended), in each case for the period from the due date of the invoice until the date on which you actually pay. Interest shall be compounded annually and is payable on demand. You will be liable for all costs and expenses, including legal costs, reasonably incurred by us in collecting any late Fees owed under this Agreement.

10.7 Plans may include usage allowances (for example for API calls or AI Features). If your usage exceeds an allowance we may charge for the excess in arrears at our then-current published rates, or require you to move to a plan that fits your usage. Usage is measured using our Usage Data (clause 8.10). Usage charges are separate from, and not limited by, the per-User pricing in clause 10.1.

11. Refunds

11.1 Notwithstanding anything else in this Agreement, you may not cancel your subscription or terminate the Agreement for convenience during the Initial Term. Fees for the Initial Term are non-refundable.

11.2 Your account is set to auto-renew. Cancelation must be made at least twenty-one (21) days before the account renewal date to avoid being charged. We do not issue refunds or credits for subscription Fees once billed.

Monthly billing

11.3 Changes in billing that occur from adding or removing users, changing your billing term, or upgrading or downgrading your account will be reflected immediately. No refunds or credits are issued for any downgrades to plans or reduced users for any remaining part of the current billing month.

11.4 In the event of cancellation, billing stops immediately. You will not be billed for the following month. No refund or credit will be issued for any remaining part of the current billing month.

Annual billing

11.5 You will be notified thirty (30) days from the renewal date of your billing amount. Changes such as removing users or downgrading your account can be made within thirty (30) days before the renewal date and will be reflected at renewal. Changes such as adding users or upgrading your account will be invoiced immediately. If you receive a discount for purchasing a certain number of users, and you fall below that user minimum, the discount may be removed from your plan.

11.6 After the renewal date, changes in billing from adding users or upgrading your account will be billed on a pro rata basis. No refunds or credits are issued for removing users or downgrading your account for any remaining part of the annual billing period.

11.7 In the event of cancellation, billing stops at the next annual renewal date, provided that the account is canceled before that date. No refund or credit will be issued for any remaining part of the annual billing period.

Digital signatures and seasonal licenses

11.8 No refunds or credits will be issued for the purchase of digital signatures or seasonal licenses.

11.9 No refunds will be issued for downgrades or removing a digital signature subscription during your current billing cycle. If you remove a digital signature subscription, your billing page will reflect your new price at renewal.

Training and migration services

11.10 Training or migration services are not refunded if our team has started the service.

11.11 If training or migration service needs to be delayed, you will have ninety (90) days to reinitiate from the original service start date and six (6) months from the service purchase date to complete the service.

11.12 If training or migration service has not started ninety (90) days from the service purchase date, you will need to purchase an additional training or migration service, subject to current service availability.

11.13 During your training or migration service, two (2) reschedules are available if needed. Should you exceed this limit, a new service will need to be purchased, and you will be subject to current service availability.

Additional add-on products

11.14 No refunds will be provided during the current billing cycle for removing any add-on products. If you remove any add-ons, the new pricing will be reflected at renewal.

30-day money back guarantee

11.15 You may try our products for thirty (30) days. If you cancel your account within thirty (30) days of the date your subscription starts (or your trial starting, if earlier), you will receive a full refund of your monthly or annual subscription. If your subscription included digital signatures, you will be charged the equivalent of one (1) month for the digital signature component of your subscription only.

11.16 Any user downgrades within the first thirty (30) days will be credited against future payments.

Chargebacks

11.17 Any chargeback requested from your bank against a legitimate payment collected may cause your account to be blocked. Your account may be canceled, and your data may be deleted. You will need to re-purchase a subscription if you wish subsequently to utilize any of our products.

12. Confidentiality

12.1 You and we agree that we shall both (i) keep Confidential Information of the discloser in strict confidence and ensure that it is neither reproduced nor copied other than to the extent reasonably necessary for the purposes of the Agreement, (ii) not disclose or make available any Confidential Information to any third party (including individuals, companies, business entities or other organizations) without the consent of the discloser, and (iii) use such information only for the purposes of exercising the rights and performing the obligations of the Agreement.

12.2 The obligations of confidentiality contained in this section 12 (Confidentiality) shall endure even after the expiry or earlier termination of this Agreement except and until any Confidential Information satisfies an exception under clause 12.4 below whereupon, to the extent that it is public, the obligations contained herein cease in relation thereto.

12.3 Notwithstanding the provisions of clause 12.1, each party agrees that its Confidential Information may be disclosed by the other party (i) to any employees, officers, representatives or professional advisers of the other party who needs to know and use the Confidential Information for the purposes permitted by this Agreement (and always provided that they are subject to equivalent obligations of confidentiality) and/or (ii) where it is legally compelled to disclose such Confidential Information.

12.4 The obligations of confidence set out in this section 12 (Confidentiality) shall not apply to any Confidential Information that (i) becomes publicly known other than through any act or omission of the receiving party, (ii) was in the other party's lawful possession before the disclosure without any attached obligations of confidence, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (iv) is independently developed by the receiving party and such independent development can be shown with reasonable corroboration of self-interested testimony.

12.5 If you become aware of any unauthorized copying, disclosure or use of our Confidential Information, you will notify our Information Security team immediately using the communications channels set out in section 17 and you shall take such steps as shall be reasonably necessary to prevent further unauthorized copying, disclosure or use.

12.6 If we become aware of any unauthorized copying, disclosure or use of your Confidential Information, we will notify you immediately and we shall take such steps as shall be reasonably necessary to prevent further unauthorized copying, disclosure or use.

12.7 On or shortly after the expiry or earlier termination of this Agreement, both you and we shall destroy or permanently erase the other's Confidential Information. This obligation shall not be applicable to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of day-to-day business, conditional on that Confidential Information being subject to the on-going confidentiality obligations set out in this Agreement.

12.8 You and we acknowledge that any breach of any of the provisions of this section 12 (Confidentiality) may result in immediate and irreparable damage to the discloser and that monetary damages may be inadequate to compensate the discloser for such a breach. You and we agree that in the event of such a breach, the discloser shall, in addition to any other right, relief, or remedy available at law, be entitled to any specific performance, injunctive relief or other equitable relief that any court of competent jurisdiction may deem just and proper.

13. Data Protection

13.1 It is agreed that you are a controller and that we are a processor acting on your behalf in respect of your personal data.

13.2 Both parties shall comply at all times with the Data Protection Legislation and the affected party shall notify the other party promptly in the event of any breach of its obligations under the Data Protection Legislation which would affect or impact any personal data. The processor or controller (as applicable) shall, subject to the limitations set out in clause 15.2, indemnify the other party against all costs, expenses, liabilities, losses, damages and judgments that the other party incurs as a result of any failure by the affected party to comply with the Data Protection Legislation.

13.3 You undertake to provide all necessary notices to and obtain all necessary consents from data subjects to enable our processing of your personal data in accordance with the Data Protection Legislation.

13.4 To the extent that we are processing your personal data, we shall:

(i) Process the personal data only as set out in the Agreement or as otherwise agreed in writing between the parties. For the avoidance of doubt, this shall not apply to the extent that we are required by law to process the personal data other than in accordance with your instructions;

(ii) implement appropriate technical and organizational measures in accordance with the Data Protection Legislation to protect the personal data against a breach of

security caused by unauthorized or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorized disclosure of or access to the personal data;

(iii) ensure that any employees or other persons that we authorize to process the personal data are subject to appropriate obligations of confidentiality;

(iv) ensure that all third parties that carry out our processing obligations under this Agreement (**Subprocessors**) are engaged by way of a written contract obliging the Subprocessor at all times during the engagement to comply with data processing obligations substantially equivalent to those set out in this section 13 (Data Protection);

(v) where the processing of your personal data is subject to the application of GDPR or UK GDPR, only engage those Subprocessors listed on our website to carry out our processing obligations under this Agreement. You provide general written authorization for us to use these Subprocessors. We will notify you of intended changes to Subprocessors by updating this list from time to time, and you are responsible for checking for updates to our Subprocessorlist.. If you object to the appointment of a new Subprocessor, you must terminate this Agreement pursuant to clause 9.4;

(vi) notify you, as soon as reasonably practicable, about any request or complaint received from a data subject of the personal data (without responding to that request, unless you authorize us to do so);

(vii) provide reasonable assistance to you by technical and organizational measures, and insofar as is possible, for the fulfillment of your obligations in respect of any requests and complaints received from a data subject of the personal data;

(viii) notify you without undue delay after becoming aware of a security event;

(ix) on your request, use all commercially reasonable endeavors to assist you in ensuring compliance with your obligations under the Data Protection Legislation in respect of the personal data, taking into account the nature of the processing and the information available to us;

(x) where you make a request pursuant to GDPR or UK GDPR, we shall make available the information necessary to demonstrate our compliance with this section 13 (Data Protection) and on reasonable advance notice in writing otherwise permit, and contribute to, audits that you (or your authorized representative) carry out with respect to the personal data, provided that you shall (or shall ensure your authorized representatives shall):

a. comply strictly with the obligations of confidentiality set out in our Agreement;

b. ensure that the conduct of any such audit does not disrupt our normal business operations; and

c. while carrying out any such audit, comply with any relevant IT and security terms and policies that we supply to you;

(xi) on termination or expiry of the Agreement, destroy or return (as you direct) the personal data and delete all existing copies of such data except to the extent that we are required to keep or store such data by law or are otherwise stored for a

period of time as part of an ordinary and prudent backup cycle and not otherwise accessible to us in the normal course of business.

13.5 You acknowledge and consent to us transferring the personal data outside the geographic area of origin for the purpose of the services that we provide to you under the Agreement, provided that any such transfer meets the relevant requirements under the Data Protection Legislation. Further information can be found in our Privacy Policy.

13.6 We reserve the right to charge you professional services fees on a time and materials basis and for any out-of-pocket expenses that we incur in the performance of our obligations under this section 13 (Data Protection) where we consider, in our reasonable discretion, that your requests go beyond what is commercially reasonable.

13.7 The processing we perform includes hosting, storing, transmitting, backing up, indexing, recognizing text in, classifying, extracting data from, summarizing and analyzing your content, including by AI Features under section 5, in order to provide the Services. These are your documented instructions for the purposes of the Data Protection Legislation. Further details of the subject-matter and duration of the processing, the type of personal data and the categories of data subject, the locations where processing takes place and our Subprocessors are published on our website.

13.8 These Terms of Service refer to the following additional terms, which also apply to your use of our site:

(i) Our Privacy Policy which explains in further details on how we collect, store and process your personal data and how you can exercise your data rights as controller.

(ii) Our Cookie Policy, which sets out information about the cookies used on our site.

14. Warranties and disclaimers

14.1 We warrant to you that your proper use of the Services in accordance with the Agreement will not infringe, misappropriate or otherwise violate any patent, copyright, trademark, trade secret or other intellectual property right of any third party. In the event that your proper use of the Services in accordance with the Agreement (in particular your normal operation, possession or use of such materials) is found by a court of competent jurisdiction to infringe, misappropriate or otherwise violate any intellectual property right of a third party, then we will indemnify you against any damages that may be awarded or agreed to be paid in respect of such claim. This indemnity applies only to your authorized use of the Services in accordance with the Agreement and excludes claims arising from Partner Software or third-party integrations.

14.2 Except as expressly stated, the Services are provided on an *as is* and *as available* basis. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure or error free basis. The Services may be useful to you in complying with your regulatory or professional obligations. However, you are entirely responsible for understanding and complying with those obligations and we do not represent, guarantee or warrant that your use of the Services will effect your compliance with any such regulatory or professional obligations. We are not responsible for any unavailability or

degradation of the Service caused by a breach of clause 3.7 by you or any other customer, or by measures we take under clause 3.9.

14.3 We do not warrant that the Services will be suitable for high-risk environments.

14.4 The express terms of this Agreement are in lieu of all warranties, representations, conditions, undertakings, obligations and all other terms implied by statute, common law, custom, trade usage, course of dealing or otherwise, including any implied warranties of merchantability, quality, results or performance, title, fitness for a particular purpose and non-infringement; all of which are excluded to the fullest possible extent permitted by law.

14.5 Any warranties set out in the Agreement are solely to and for your benefit and for no other entity, end user or third party.

15. Limitation of liability

15.1 Neither party excludes or limits liability to the other party for deceit, theft, fraud, fraudulent misrepresentation, death or personal injury caused by the gross negligence or willful misconduct of its employees, agents or sub-contractors or anything else which cannot by law be limited.

15.2 In respect of the indemnities provided by us, liability in respect of such indemnities shall be limited to a maximum amount equivalent to one hundred per cent (100%) of the Fees that were paid during the subscription period of the Agreement during which the event giving rise to the claim occurred (or, where the event occurs after the Agreement has expired or been earlier terminated, in the final subscription period).

15.3 We shall not be liable for any loss, damage, or liability arising out of or in connection with your use of any Beta Products, whether such use involves live data or otherwise. This exclusion includes, without limitation, liability for any loss of data, business interruption, system failure, financial loss or any other loss generally excluded in this section 15 (Limitation of Liability).

15.4 Subject to (i) the provisions of clause 15.1, pursuant to which our liability shall be uncapped, and (ii) the provisions of clauses 15.2 and 15.3, our total liability to you arising under or in connection with the Agreement (whether in tort, contract or otherwise) shall be limited to a maximum amount equivalent to one hundred per cent (100%) of the Fees that were paid during the subscription period of the Agreement during which the event giving rise to the claim occurred (or, where the event occurs after the Agreement has expired or been earlier terminated, in the final subscription period).

15.5 Subject always to clause 15.1, in no event shall we be liable to you or any third party for indirect, incidental, special, consequential or punitive damages of any kind whatsoever, lost profits, loss of goodwill, business interruption, downtime, costs of substitute software, or for lost or damaged content or other data arising from your use of the Services, or pure economic loss; all whether foreseeable or unforeseeable.

15.6 These limitations apply even if a remedy fails of its essential purpose.

16. Variation

16.1 We may amend any of the Agreement from time to time. If we make a change to this Agreement, we will provide you with at least thirty (30) days' notice prior to the change taking effect, either by emailing the email address associated with your account, through a notification of account renewal or by messaging you through the Services. You can review the current version of the Terms of Service at any time by visiting our website.

16.2 The revised Agreement will become effective on the date set forth in our notice. If you do not agree to such changes, you must cancel your subscription prior to the next renewal.

16.3 In any event, if you or any User accesses or uses the Services after the date set forth in our notice, that use will constitute your acceptance of the revised Agreement.

16.4 Without your express written agreement, though, an amendment by us will not retroactively eliminate or modify:

(i) Any claim of breach of this Agreement that you made before the effective date of the amendment;

(ii) Any right under this Agreement that either party has already exercised; or

(iii) The provisions of section 19, concerning dispute resolution.

17. Notices

17.1 Save as set out below, any notice under the Agreement shall be provided by email. Email notices will be deemed to have been received at the time of transmission.

17.2 If we need to provide you with any notice under the Agreement, we will send an email to the Account Owner and/or the billing contact. You have a strict obligation to notify us in writing of any change to that email address promptly. We reserve the right to send notices to your registered office in the event that the email address you have provided is no longer valid; but a notice delivered to either address will constitute delivery of a notice on our part.

17.3 If you want to send us a notice in relation to invoicing, Fees or termination, please email:

billing@smartvault.com

17.4 In the event that you experience a security event in relation to the Services, you will immediately provide us with notice of such event by emailing our Information Security team at:

security@smartvault.com

17.5 If you want to send us a notice in relation to any other part of the Agreement, please email:

billing@smartvault.com

18. General Legal Terms

18.1 The Agreement amounts to the entire agreement and understanding between you and us with respect to the Services (and related subject matter) and replaces all prior agreements, permissions, negotiations and discussions between the two of us. No other terms, conditions or provisions, including any terms attached to or incorporated within any purchase order or other communication you may send us, shall apply or have any effect and all such terms are hereby expressly excluded and rejected.

18.2 Neither party will be liable to the other for any delay in the performance of or any breach of its obligations under the Agreement which is due to a Force Majeure Event. If one of us is affected by a Force Majeure Event, the affected party shall promptly notify the other party of its occurrence. Such notice will include the nature of, expected duration of, the contractual obligations affected by, and the steps being taken to mitigate, the Force Majeure Event. Upon receiving such a notification, the other party shall use reasonable endeavors to work with the affected party to mitigate its effects.

18.3 The failure or delay of either party to exercise or enforce any right under the Agreement shall not operate as a waiver of that right or prevent its exercise or enforcement thereafter.

18.4 You may not sublicense, novate, assign or otherwise transfer your rights or obligations under the Agreement without our prior written consent.

18.5 This Agreement is entered into solely between you and us and is not intended to confer any rights, benefits, or remedies upon any person or entity other than you and us. No person or entity that is not a party to this Agreement shall have any right to enforce or rely on any provision of this Agreement, whether under any applicable third-party beneficiary law or otherwise. If any third party is expressly identified in this Agreement as having enforcement rights, we may amend or terminate this Agreement without the consent of such third party, unless expressly stated otherwise in the relevant provision.

18.6 If any court or competent authority decides that any provision of the Agreement is unlawful or unenforceable, the remaining provisions of the Agreement will not be affected and will remain in full force and effect. Any term necessary for the interpretation or enforcement of the Agreement shall survive its expiry or earlier termination.

19. Governing law and jurisdiction; disputes

19.1 The governing law and jurisdiction for this Agreement is as follows:

(i) Where SmartVault Corporation is the contracting entity, the Agreement shall be governed by the laws of Texas, USA and the courts of Texas shall have the exclusive jurisdiction to settle any dispute or claim; and

(ii) Where SmartVault UK is the contracting entity, the Agreement shall be governed by the laws of England and Wales and the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim.

19.2 Both you and we hereby waive any claim that such jurisdiction described above is an inconvenient forum.

19.3 In the event of any dispute arising under this Agreement, you and we shall escalate such dispute internally to a capable person empowered to hear and settle such dispute. Those people shall attempt, in fair dealing and in good faith, to settle such dispute and to allocate sufficient time to the matter at hand. The parties shall bear their own costs of this dispute resolution.

19.4 Unless expressly allowable under the terms of the Agreement, the performance by us or by you of our respective obligations under the Agreement shall not cease or be delayed by the dispute resolution procedures described in clause 19.3.

19.5 The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.