SearchSync Terms of Service

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Applies to: each customer that has executed an Order Form referencing these Terms, and each individual who accesses the Platform.

Note: where an Order Form has a **Beta Program Rider** attached, that Rider modifies these Terms for that Order Form. See Section 16.1.

IMPORTANT, PLEASE READ

- VERIFY PLATFORM OUTPUTS, INCLUDING AI-GENERATED OUTPUTS, BEFORE YOU RELY ON THEM OUTSIDE YOUR ORGANIZATION
- SEARCHSYNC DOES NOT PROVIDE INVESTMENT, LEGAL, TAX, OR ACCOUNTING ADVICE
- THE COMPANY'S LIABILITY IS LIMITED AS SET FORTH IN SECTION 12

1. Agreement to Terms

1.1 Parties and Structure

These Terms of Service ("**Terms**") form a legally binding agreement between the customer identified on the applicable Order Form ("**you**," "**your**," or "**Customer**") and SearchSync Technologies, Inc., a Delaware corporation ("**Company**," "**we**," "**us**," or "**our**"), governing access to and use of the SearchSync platform and the products identified in the Order Form ("**Platform**" or "**Service**").

The complete agreement between the parties consists of: (a) these Terms; (b) each executed Order Form; (c) the SearchSync Security Overview; and (d) the Privacy Policy, each incorporated by reference (together, the "Agreement").

1.2 How You Accept

You accept these Terms by either (a) executing an Order Form that references them, or (b) accessing or using the Platform. Each individual who accesses the Platform accepts these Terms on their own behalf and, if applicable, on behalf of the Customer that authorized their access.

1.3 Eligibility

To subscribe, you must: be at least 18 years of age; be located in the United States or Canada; and execute an Order Form. You represent and warrant that you meet these requirements and that the individual signing the Order Form has authority to bind the Customer.

1.4 Changes to These Terms

We may modify these Terms from time to time. Except as set out below, any modification takes effect at the beginning of your next renewal period, and we will provide at least thirty (30) days' prior written notice of the modification by email to the notice address on your Order Form. Continued use of the Platform after the modification takes effect constitutes acceptance.

If a modification is materially adverse to you, you may terminate the Agreement by written notice given within thirty (30) days after our notice, effective as of the date the modification would take effect, and we will refund any prepaid, unused fees.

No modification of these Terms alters the fees, discounts, or Initial Term set forth in an executed Order Form. Those may be changed only by a written amendment signed by both parties.

We may modify these Terms on shorter notice, effective immediately, only where required to comply with applicable law or to address a security risk, and we will notify you promptly if we do.

2. The Service

2.1 Scope

The Company will make available to Customer the products and features identified in the Order Form, as described in the then-current product documentation. The Platform is a data aggregation, tracking, workflow, and reporting tool for participants in the entrepreneurship-through-acquisition ecosystem, including search fund investors, searchers, and operators.

The Company may modify the Platform from time to time, and will not materially reduce the core functionality of a product identified in your Order Form during your then-current term without your consent.

2.2 AI Features

The Platform includes artificial intelligence and machine learning functionality, which may include automated document extraction, automated generation of ledger entries and records, automated routing and processing of inbound email and attachments, summarization, and conversational query interfaces (collectively, "**AI Features**"). Where the Platform permits, you may enable or disable AI Features on a per-investment or per-record basis.

AI Features are experimental, pre-release technology. They may misinterpret data, omit data, produce incorrect or incomplete output, or fail or delay. **You are solely responsible for reviewing and independently verifying all AI-generated output before relying on it.** The Company's processing of your data through AI Features is further described in the Privacy Policy.

2.3 Your Operational Obligations

The Platform organizes, processes, and reports on information you supply. Its outputs, including AI-generated outputs, are not verified by the Company.

You agree as follows:

(a) Independent verification. Before using any Platform output for any purpose that is external to your organization or that carries legal, financial, tax, audit, regulatory, or fiduciary consequence, including any report, statement, or communication delivered to a limited partner, investor, lender, auditor, accountant, tax preparer, or regulator, you will independently verify that output against your own records.

(b) Records retention. The Platform is not an archival or compliance recordkeeping system, and the Company does not undertake to retain Customer Data beyond the periods described in Section 14.5. You are responsible for determining which recordkeeping, retention, and archival obligations apply to you, including under applicable securities and tax laws and your own fund documents, and for exporting and retaining copies of data you wish to preserve at reasonable intervals, and in any event before the end of your subscription term.

(c) Your own compliance. You remain solely responsible for your own compliance with applicable law, including securities laws, AML and KYC requirements, tax and recordkeeping obligations, and any fiduciary or contractual duties you owe to your own clients, limited partners, or fund investors. The Platform is a tool; it does not discharge any of those obligations.

2.4 Service Availability

The Company **targets availability of at least 99.5% of the time in each calendar month**, measured as the percentage of minutes in the month during which the Platform is materially available, excluding Excluded Downtime.

"**Excluded Downtime**" means unavailability caused by: scheduled maintenance for which the Company gave at least forty-eight (48) hours' notice; emergency maintenance reasonably required to address a security or stability risk; a force majeure event under Section 16.5; Customer's own systems, network, or configuration; Customer's breach of the Agreement; suspension permitted under Section 4.5 or 5.4; or failure of a third-party service on which the Platform depends and over which the Company has no control.

The availability figure stated above is a target and not a service level commitment or warranty. No service credits, refunds, or other remedies are available for a failure to meet it, and Customer's remedies in respect of availability are limited to those in Section 14 (Term, Termination, and Transition), subject to Section 12.

The Company will use commercially reasonable efforts to restore availability promptly, to schedule planned maintenance outside U.S. business hours where practicable, and to notify Customer of any material unplanned outage affecting Customer.

2.5 Onboarding and Support

Where specified in your Order Form, the Company will provide onboarding assistance, including guided setup and configuration support, at no additional charge.

The Company provides support by email to info@searchsync.com during Business Hours, and will use commercially reasonable efforts to meet the following initial response targets:

Severity	Description	Target initial response
1	Platform unavailable or a core function unusable for all Authorized Users, no workaround	**4 business hours**
2	A core function materially impaired, or a workaround exists but is burdensome	**1 business day**
3	A non-core function impaired, or a question about use or configuration	**3 business days**

These are initial response targets, not resolution times. **They are targets and not service level commitments, and no service credits, refunds, or other remedies are available for a missed target.**

"**Business Hours**" means 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding U.S. federal holidays. A support request is treated as received when it arrives during Business Hours. A request that arrives outside Business Hours is treated as received at the start of the next Business Hours period, and response targets are measured from that time.

The Company assigns severity in good faith by reference to the descriptions in the table above, taking Customer's own assessment into account.

Nothing provided by Company personnel, whether through onboarding, implementation, support, or any other communication, constitutes investment, legal, tax, or accounting advice or creates any advisory or fiduciary relationship.

3. Investment and Financial Disclaimers

3.1 Not investment advice. THE COMPANY IS NOT AN INVESTMENT ADVISER. THE PLATFORM PROVIDES DATA AGGREGATION, TRACKING, AND REPORTING TOOLS FOR INFORMATIONAL PURPOSES ONLY. The Company is not a broker-dealer, financial planner, accountant, law firm, bank, custodian, or fund administrator. The Platform does not provide investment advice,

recommendations, or guidance; make investment decisions; offer tax, legal, or accounting advice; execute securities transactions; hold, custody, or control assets or funds; or guarantee the accuracy of any data, calculation, or projection. Nothing provided through the Platform constitutes investment advice, an offer or solicitation to buy or sell any security, or tax or legal advice. All investment decisions are solely yours.

3.2 No fiduciary relationship. The Company is not acting as your fiduciary, adviser, or agent. Provision of the Platform, including paid access, creates no advisory or fiduciary relationship.

3.3 No guarantee of results. Past performance is not indicative of future results. YOU MAY LOSE MONEY ON YOUR INVESTMENTS. The Company guarantees no investment return or outcome.

3.4 Tax. The Company does not provide tax advice and does not prepare, review, or verify tax filings. Tax-related features, including K-1 request tracking and tax package generation, are workflow and document-handling tools only. You are solely responsible for the accuracy of your tax filings and for engaging your own tax advisers.

3.5 The Company serves multiple participants in the same ecosystem. The Company makes the Platform available to investors, searchers, and operators, who may transact with, evaluate, negotiate against, or compete with one another. The Company acts for none of them and is neutral among them. The Company does not vet, verify, endorse, recommend, or make any representation about any other participant, about any information a participant submits, or about the suitability of any participant as a counterparty. Tools that assist one customer in organizing or evaluating information relating to another, including AI Features, are provided for that customer's own use, create no duty to any other participant, and are not a recommendation. The Company does not disclose one customer's Customer Data to another customer except as that customer directs through the Platform. Each customer is responsible for its own diligence and for its own decisions.

3.6 No fund administration or agency role. The Platform provides tools that support Customer's own fund administration, recordkeeping, valuation, and reporting activities. The Company does not act as fund administrator, administrator of record, transfer agent, escrow agent, or agent of Customer, of any fund or entity, or of any limited partner; does not assume any administration, calculation, valuation, or reporting function on Customer's behalf; and is not responsible for Customer's own administration, recordkeeping, valuation, or reporting obligations. Customer remains responsible for appointing and supervising any fund administrator, accountant, auditor, or other service provider it engages.

3.7 Company personnel interests. Certain of the Company's directors invest in search funds, searchers, and related entities, including participants that may be tracked on the Platform. Those directors do not have access to Customer Data. Access to Customer Data is limited to Company personnel whose role requires it. The Company will not use Customer Data, and will not make Customer Data or De-Identified Data available to its directors, officers, or affiliates for use, in connection with any investment decision. No such interest creates any duty to Customer or any notice, consent, or disclosure right, and nothing in this Section limits the Company's obligations under Sections 6 and 9.

4. Accounts, Authorized Users, and Security

4.1 Authorized Users

Customer may permit its employees and contractors, and any third parties identified in the Order Form (such as an outside fund administrator, accountant, or auditor engaged by Customer), to access the Platform under Customer's subscription ("**Authorized Users**"), up to the number of Authorized User seats stated in the Order Form.

Customer is responsible for: ensuring each Authorized User accepts these Terms; each Authorized User's compliance with the Agreement; all activity occurring under Customer's account and each Authorized User's credentials; and promptly deactivating access for any person who is no longer an Authorized User. Customer's acts and omissions include those of its Authorized Users.

4.2 Account Information

You must provide accurate, current, and complete account information and keep it current.

4.3 Multi-Factor Authentication

Authentication for the Platform is provided through Clerk. **Multi-factor authentication is required for all Authorized Users.** The Company may suspend access for any account that has not enrolled in multi-factor authentication.

4.4 Your Security Obligations

You will use strong, unique credentials; not share credentials; maintain reasonable device security consistent with your own policies; log out of shared devices; and promptly notify the Company at info@searchsync.com of any suspected unauthorized access. The Company is not responsible for loss arising from your failure to meet these obligations.

4.5 Suspension

The Company may suspend Customer's or any Authorized User's access immediately, with notice as soon as reasonably practicable, if the Company reasonably determines that continued access presents a material security risk, violates applicable law, or is causing material harm to the Platform or other customers. The Company will limit any suspension in scope and duration to what is reasonably necessary and will restore access promptly once resolved. The Company may also suspend for non-payment as described in Section 5.4.

5. Fees, Payment, and Term

5.1 Fees

Customer will pay the fees set forth in the applicable Order Form. **The pricing, discount schedule, applicable periods, and Initial Term are set forth exclusively in the Order Form and are not restated in these Terms.**

5.2 Billing Method

Unless the Order Form specifies otherwise, fees are billed **monthly in advance** and charged to the payment method Customer designates on the Order Form, processed through Stripe on each monthly anniversary of the Effective Date. Where the Order Form specifies invoicing, invoices are due **net fifteen (15) days**.

Fees are quoted and payable in U.S. dollars. Customer is responsible for all applicable sales, use, VAT, GST, and similar taxes, excluding taxes on the Company's net income.

5.3 Payment Authorization

By designating a payment method on the Order Form, Customer authorizes the Company and its payment processor to charge that method for all fees when due, including recurring fees for renewal periods, until Customer's subscription is terminated in accordance with Section 14. Customer will keep its payment method information current. The Company does not store full payment card numbers or card security codes; payment card information is collected and stored by Stripe.

5.4 Late Payment

Undisputed amounts not paid when due may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If any undisputed amount remains unpaid more than fourteen (14)

days after its due date, the Company may suspend access upon ten (10) days' prior written notice, and may terminate for cause under Section 14.3 if the amount remains unpaid thirty (30) days after that notice. Customer may withhold a disputed amount if it notifies the Company of the dispute in reasonable detail before the due date and pays all undisputed amounts.

5.5 Term; Non-Cancelable Initial Term

Each Order Form has an Initial Term as set forth in that Order Form. Except as provided in Section 1.4 (materially adverse modification), Section 10.3 (subprocessor objection), Section 11.1 (uncured warranty failure), Section 14.3 (termination for the Company's breach), and Section 16.5 (extended force majeure), and except as modified by any Beta Program Rider attached to that Order Form, Customer's payment obligation for the Initial Term is non-cancelable and fees paid for the Initial Term are non-refundable.

5.6 Renewal and Price Steps

Following the Initial Term, the subscription renews and pricing steps as set forth in the Order Form, unless either party gives notice of non-renewal under Section 14.2.

5.7 AUM-Based Pricing

"**AUM**" means, as of a given measurement date, the aggregate capital committed to the funds, SPVs, holding companies, and other entities and investment vehicles that Customer tracks or manages through the Platform (each, a "Tracked Entity"), by their investors, including limited partners, general partners, sponsors, and Customer and its principals, whether or not that capital has been called. Each dollar of committed capital is counted once, and where capital committed to one Tracked Entity is contributed by another Tracked Entity it is counted only once. AUM is measured on amounts committed and does not change with valuation, performance, or distributions. AUM excludes capital that Customer does not track or manage through the Platform.

Where the Order Form prices a product by AUM band, Customer represents that the AUM figure stated in the Order Form is accurate as of the Effective Date. On each annual re-measurement described in the Order Form, Customer will confirm its then-current AUM in writing and, at the Company's reasonable request, provide information sufficient to verify it. The Company will treat that information as Customer's Confidential Information under Section 9.

If a stated or confirmed AUM figure was understated such that Customer should have been placed in a higher band, the Company may invoice the difference between the fees paid and the fees that would have applied, for the period during which the higher band should have applied, up to a maximum of twelve (12) months. **An unintentional understatement is not a breach of the Agreement and this Section 5.7 states the Company's sole remedy for it.**

6. Customer Data

6.1 Ownership

Customer retains all right, title, and interest in and to all data, documents, files, text, and other content that Customer or its Authorized Users submit to, or generate through, the Platform ("**Customer Data**"). These Terms grant the Company no ownership of Customer Data.

6.2 License to the Company

Customer grants the Company a limited, non-exclusive, worldwide, royalty-free license to host, store, copy, transmit, process, display, and create derivative works of Customer Data solely as necessary to: (a) provide, maintain, secure, and support the Platform for Customer; (b) process Customer Data through AI Features that Customer has enabled; (c) create and maintain backups; (d) prevent or address security, fraud, or technical issues; (e) comply with applicable law; and (f) create De-Identified Data as permitted by Section 6.5.

The Company will not sell Customer Data, will not share Customer Data with third parties for their own purposes, and will not use Customer Data for advertising or marketing purposes. Except as permitted by Section 6.5, the Company will not use Customer Data for any purpose other than those listed above.

Service provider status. With respect to personal information contained in Customer Data, the Company is a service provider as defined in Cal. Civ. Code § 1798.140(ag) and an equivalent processor under other applicable state privacy laws. The Company will: (i) process such personal information only for the limited and specified purposes set out in this Section 6.2 and the Agreement; (ii) not retain, use, or disclose it for any other purpose, or outside the direct business relationship with Customer, including by selling or sharing it; (iii) not combine it with personal information received from or on behalf of any other person, except as permitted by 11 CCR § 7050(b) or to create De-Identified Data under Section 6.5; (iv) comply with the obligations applicable to it under the CCPA and provide the same level of privacy protection as the CCPA requires of Customer; (v) notify Customer promptly if it determines it can no longer meet those obligations; and (vi) impose obligations no less protective on any subprocessor it engages. Customer may take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

6.3 Customer Representations Regarding Customer Data

Customer represents and warrants that it has all rights, consents, and authority necessary to submit each item of Customer Data to the Platform and to permit the processing described in the Agreement, **including with respect to (a) personal information of third parties such as limited partners, investors, searchers, employees, and principals, and (b) any information subject to a confidentiality, non-disclosure, or use restriction owed by Customer to a third party.**

6.4 Prohibited Content

Customer will not submit to the Platform: protected health information subject to HIPAA; payment card data outside the Stripe-hosted payment flow; information about children under 18; or content that is unlawful, infringing, or malicious. Customer may submit taxpayer identification numbers and other government-issued identifiers only in fields the Platform designates for them or within tax documents such as Schedules K-1, and will not include them elsewhere in the Platform.

6.5 De-Identified Data

Definition. "**De-Identified Data**" means data derived from Customer Data from which all direct identifiers and all reasonably identifying characteristics of Customer, its Authorized Users, its funds and entities, its limited partners, its searchers, and any target or portfolio company have been removed, such that the data cannot reasonably be used to identify any of them.

Permitted uses. The Company may create and use De-Identified Data to operate, secure, analyze, and improve the Platform, to train and evaluate the Company's own internal models, and to develop industry benchmarks and aggregate insights.

Limitations. The Company:

1. will not attempt to re-identify De-Identified Data, and will not authorize any third party to do so;
2. **will not publish, disclose, or make available to any third party any benchmark, statistic, or aggregate derived from fewer than five (5) distinct customers;**
3. will not use Customer Data to train any third-party commercial AI model, and will not permit any third-party AI provider to use Customer Data to train its models; and

4. will not identify Customer, or any of Customer's funds, entities, limited partners, searchers, or portfolio companies, in any published benchmark, case study, marketing material, or customer reference without Customer's prior written consent, which may be given on the Order Form.

6.6 Export

Customer may export Customer Data at any time during the term in the formats the Platform supports, currently XLSX and PDF.

6.7 Privacy

The Privacy Policy, available at https://www.searchsync.com/legal/privacy-v1.1, describes the Company's collection, use, disclosure, retention, and security practices, and is incorporated into the Agreement. Where personal information is submitted to the Platform by Customer, the Company processes it on Customer's behalf and at Customer's direction. In the event of a conflict between these Terms and the Privacy Policy with respect to personal information, the Privacy Policy controls, provided that the Privacy Policy does not expand the Company's rights in Customer Data beyond those granted in this Section 6.

6.8 Data Submitted Between Customers

Where one customer submits data to another customer through the Platform, including by sharing a record or sending to a Platform email address (a "Transferred Record"), then on delivery: (a) the receiving customer holds its copy of the Transferred Record as part of its own Customer Data and may retain, use, and export it in accordance with the Agreement; (b) the submitting customer retains its own copy and its own rights in the underlying content; (c) the submitting customer may not require the Company to retract, alter, or delete a Transferred Record from the receiving customer's account, and the Company will refer any such request to the receiving customer; and (d) expiry, termination, or deletion of the submitting customer's account does not remove Transferred Records already delivered to a receiving customer.

Each customer is responsible for what it submits, for having the rights and consents described in Section 6.3, and for its own confidentiality obligations to the other. The Company is not responsible for a customer's decision to submit a Transferred Record or for its content.

6.9 Submissions by Third Parties

The Platform may assign email addresses or other intake mechanisms to Customer's records, and persons who are not customers of the Company, such as searchers, portfolio company personnel, advisers, and service providers, may send documents and information to them.

Customer is responsible for the intake addresses and mechanisms it distributes and for the third parties it invites or permits to submit information. **Information received at an intake mechanism assigned to Customer's records is Customer Data, and the Company handles it on Customer's instructions and for Customer's benefit.** Customer's representations in Section 6.3 apply to that information as if Customer had submitted it. The Company owes no duty to a third-party sender, does not act for any third-party sender, and makes no representation to any third-party sender about how Customer will use what is submitted. The Company may filter, quarantine, or reject submissions that it reasonably believes are malicious, unsolicited at volume, or unlawful.

7. Acceptable Use

7.1 Prohibited Activities

Customer and its Authorized Users will not: use the Platform for any unlawful purpose; use the Platform in furtherance of money laundering, fraud, or a violation of securities laws; access another customer's account or data without authorization; circumvent or test security controls except as expressly authorized in writing; reverse engineer, decompile, or disassemble the Platform, or attempt to derive its

source code, except to the extent applicable law prohibits that restriction; upload malicious code or interfere with the operation of the Platform; misrepresent identity or authority; access or use the Platform from a comprehensively sanctioned jurisdiction, or permit access by any person identified on a U.S. government restricted-party list; use the Platform, or the Company's Confidential Information, to build or improve a product or service that competes with the Platform, provided that nothing in this clause restricts Customer's investments in, or business relationships with, any third party; or resell, sublicense, or provide the Platform to third parties as a service without the Company's prior written consent.

7.2 Consequences

If Customer or an Authorized User violates this Section 7, the Company may suspend or terminate access under Sections 4.5 and 14.3 and pursue available remedies, without limiting the Company's rights as to unpaid fees.

8. Intellectual Property

8.1 Company ownership. The Platform, including all software, models, algorithms, interfaces, documentation, and De-Identified Data, and all intellectual property rights therein, is and remains the exclusive property of the Company and its licensors. No rights are granted except as expressly set out in the Agreement.

8.2 License to Customer. Subject to the Agreement and payment of fees, the Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for Customer and its Authorized Users to access and use the Platform for Customer's internal business purposes, including tracking and managing Customer's own investments, funds, entities, and pipelines and those of persons for whom Customer is authorized to act, and to test, evaluate, and provide feedback on the Platform, during the term of the applicable Order Form.

8.3 Feedback. If Customer or an Authorized User provides feedback, suggestions, bug reports, or feature requests ("**Feedback**"), Customer grants the Company a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, reproduce, modify, and exploit that Feedback for any purpose, without obligation or compensation. The Company will not identify Customer as the source of Feedback without Customer's consent. Customer is not required to provide Feedback, and Feedback is provided without any representation or warranty.

8.4 Trademarks. "SearchSync" and the associated logos are trademarks of the Company. Neither party may use the other's trademarks without prior written consent, except as expressly permitted by the Order Form.

9. Confidentiality

9.1 Definition

"**Confidential Information**" means non-public information disclosed by one party (the "**Discloser**") to the other (the "**Recipient**") that is designated confidential or that a reasonable person would understand to be confidential. Company Confidential Information includes the Platform's non-public features, functionality, architecture, and roadmap. **Customer Data is Customer's Confidential Information.** The terms of each Order Form are the Confidential Information of both parties.

9.2 Obligations and Exclusions

The Recipient will use the Discloser's Confidential Information only as necessary to perform under or exercise its rights under the Agreement; protect it with at least the degree of care it uses for its own confidential information of similar nature, and in no event less than reasonable care; and disclose it only to those of its employees, contractors, and professional advisers who need it for that purpose and who are bound by confidentiality obligations at least as protective as this Section 9. Each party is responsible for its recipients' compliance. This Section 9 does not

apply to information that is or becomes publicly available through no fault of the Recipient, was rightfully in the Recipient's possession without a confidentiality obligation before disclosure, is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information, or is rightfully received from a third party without a confidentiality obligation.

9.3 Compelled Disclosure and Duration

The Recipient may disclose Confidential Information to the extent required by law or legal process, provided that it gives the Discloser prompt written notice where legally permitted, cooperates in any effort to seek protective treatment, and discloses only what is required. The obligations in this Section 9 continue for three (3) years after termination of the Agreement, except that obligations with respect to Customer Data and with respect to information constituting a trade secret continue for so long as the information remains confidential or a trade secret.

9.4 Remedies

Nothing in this Section 9 restricts Customer from discussing its experience with the Platform privately, including with peers, advisors, and its own service providers, or from giving a private reference or recommendation. The parties acknowledge that a breach of this Section 9 may cause irreparable harm for which monetary damages are inadequate, and that the Discloser may seek injunctive or other equitable relief in addition to any other remedy, without the necessity of posting a bond.

10. Security, Incident Notification, and Diligence

10.1 Security Measures

The Company will maintain the administrative, technical, and physical safeguards described in the SearchSync Security Overview, available at https://www.searchsync.com/legal/security-overview-v1.1 and incorporated into the Agreement. The Company may update those safeguards from time to time, provided it does not materially reduce the overall level of protection described.

10.2 Security Incident Notification

The Company will notify Customer without undue delay, and in any event within seventy-two (72) hours after the Company confirms a Security Incident, where "Security Incident" means a confirmed unauthorized access to, acquisition of, disclosure of, or loss of Customer Data in the Company's possession or control. The notice will describe, to the extent known at the time: the nature and timing of the incident, the categories of Customer Data involved, the steps the Company has taken and is taking to contain and remediate, and a contact for further information. The Company will provide reasonable supplemental information as the investigation progresses, will cooperate reasonably with Customer's own notification obligations, and will not delay notice solely because its investigation is incomplete.

A notice or response under this Section 10.2 is not an admission of fault or liability.

10.3 Subprocessors

The Company's current subprocessors are listed in the Privacy Policy and in the Security Overview. The Company will maintain that list and will give Customer at least thirty (30) days' notice before adding a new subprocessor that will have access to Customer Data. Customer may object on reasonable security or confidentiality grounds; if the parties cannot resolve the objection, Customer may terminate the affected Order Form and receive a refund of prepaid, unused fees.

10.4 Diligence Cooperation

Once per twelve-month period, at Customer's request, the Company will: complete one reasonable security questionnaire; make available its then-current information security policy, incident response plan, and business continuity and disaster recovery plan, in each case subject to Section 9; and make appropriate personnel available for one reasonable diligence call. This Section 10.4 does not entitle Customer to conduct an on-site audit or penetration test of the Platform.

10.5 Insurance

During the term, the Company will maintain cyber liability and technology errors and omissions insurance with limits of not less than **$1,000,000** per claim and in the aggregate, and will provide a certificate of insurance on request.

11. Warranty and Disclaimers

11.1 Limited Warranty

The Company warrants that the Platform will perform materially in accordance with the Company's then-current documentation for the products identified in the Order Form. If Customer notifies the Company in writing of a failure to meet this warranty, the Company will use commercially reasonable efforts to correct it. If the Company has not corrected a material failure within **thirty (30) days** after that notice, Customer may terminate the affected Order Form on written notice and the Company will refund prepaid, unused fees for the terminated period. **This Section 11.1 states Customer's sole and exclusive remedy, and the Company's entire liability, for breach of this warranty.**

11.2 Warranty Exclusions

The warranty in Section 11.1 does not apply to, and the Company makes no warranty regarding: the accuracy, completeness, or fitness of any AI-generated output; the accuracy or completeness of Customer Data or of any output derived from it; any failure caused by Customer Data, Customer's systems or configuration, or use of the Platform other than in accordance with the Agreement and the documentation; any third-party product or service; or any modification of the Platform not made by the Company.

11.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS (COLLECTIVELY, "**COMPANY PARTIES**") DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED; OR THAT ANY AI-GENERATED OUTPUT WILL BE ACCURATE OR FIT FOR ANY PURPOSE.

Nothing in this Section 11 limits the Company's express obligations under Section 9 (Confidentiality) or Section 10 (Security).

12. Limitation of Liability

12.1 Cap on Liability

(a) General cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS PROVIDED IN SECTIONS 12.1(b) AND 12.4, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY

PARTIES ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE PLATFORM WILL NOT EXCEED **AN AMOUNT EQUAL TO TWELVE (12) TIMES THE STANDARD MONTHLY FEE SET FORTH IN THE APPLICABLE ORDER FORM, DETERMINED WITHOUT REGARD TO ANY DISCOUNT.**

(b) Security incident super-cap. NOTWITHSTANDING SECTION 12.1(a), THE COMPANY PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO A SECURITY INCIDENT CAUSED BY THE COMPANY'S FAILURE TO MAINTAIN THE SAFEGUARDS DESCRIBED IN THE SECURITY OVERVIEW WILL NOT EXCEED **THE GREATER OF (i) AN AMOUNT EQUAL TO TWENTY-FOUR (24) TIMES THAT STANDARD MONTHLY FEE AND (ii) FIFTY THOUSAND U.S. DOLLARS (US$50,000).**

(c) Caps are not cumulative. The amounts in Sections 12.1(a) and 12.1(b) are not cumulative. Where Section 12.1(b) applies, the amount stated in it is the maximum aggregate liability of the Company Parties for all claims of every kind and description arising out of or relating to the Agreement, inclusive of any amounts payable under Section 12.1(a).

(d) Measurement. Where an Order Form has been in effect for fewer than twelve months, the cap is calculated on the Standard Monthly Fee stated in that Order Form and is not prorated.

12.2 Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, LOSS OF USE, OR LOSS OF GOODWILL, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY.

12.3 Basis of the Bargain

Customer acknowledges that the disclaimers and limitations in Sections 11 and 12 are a fundamental element of the bargain, that the Company would not provide access at the fees set forth in the Order Form without them, and that they apply even if a limited remedy fails of its essential purpose.

12.4 Liabilities Not Subject to the Cap

Nothing in the Agreement limits or excludes: (a) Customer's obligation to pay fees due; (b) either party's liability for fraud, fraudulent misrepresentation, willful misconduct, or gross negligence; (c) liability for death or personal injury caused by negligence; (d) Customer's indemnification obligations under Section 13.2; or (e) any liability that cannot be limited or excluded under applicable law.

13. Indemnification

13.1 By the Company, Intellectual Property

The Company will defend Customer against any third-party claim alleging that Customer's use of the Platform in accordance with the Agreement infringes that third party's patent, copyright, trademark, or trade secret rights, and will indemnify Customer for damages finally awarded against it, or amounts payable under a settlement the Company approves, in respect of such a claim.

This obligation does not apply to a claim arising from: Customer Data; Customer's or an Authorized User's modification of the Platform; combination of the Platform with any product, data, or service not provided by the Company, where the claim would not have arisen but for that combination; use of the Platform in breach of the Agreement; or Customer's continued use after the Company has notified Customer to stop.

If a claim under this Section 13.1 arises, the Company may at its option procure the right for Customer to continue using the Platform, modify or replace the Platform so it is non-infringing, or terminate the affected Order Form and refund prepaid, unused fees. **The Company's total liability under this Section 13.1 is subject to the cap in Section 12.1(a).**

13.2 By Customer

Customer will defend the Company Parties against any third-party claim arising from: Customer Data, including any claim that Customer Data infringes a third party's rights, was submitted without necessary rights or consents, or was disclosed in breach of an obligation Customer owed to a third party; Customer's or an Authorized User's use of the Platform in violation of Section 7 or of applicable law; or Customer's breach of Section 9. Customer will indemnify the Company Parties for damages finally awarded, and amounts payable under a settlement Customer approves, in respect of such a claim.

13.3 Procedure

The party seeking indemnification will: promptly notify the indemnifying party in writing of the claim, provided that a delay relieves the indemnifying party only to the extent it is prejudiced; give the indemnifying party sole control of the defense and settlement, except that the indemnifying party may not settle a claim in a way that imposes a non-monetary obligation on, or admits liability or wrongdoing by, the indemnified party without that party's prior written consent; and provide reasonable cooperation at the indemnifying party's expense. The indemnified party may participate in the defense with its own counsel at its own expense.

13.4 Sole Remedy

Section 13.1 states the Company's entire liability and Customer's exclusive remedy for any third-party claim of intellectual property infringement.

14. Term, Termination, and Transition

14.1 Term. The Agreement begins on the Effective Date of the first Order Form and continues until all Order Forms have expired or been terminated.

14.2 Non-renewal. Either party may elect not to renew an Order Form by giving written notice at least thirty (30) days before the end of the Initial Term or the then-current renewal period. Except as provided in Sections 1.4, 10.3, 11.1, 14.3, and 16.5, and except as modified by any Beta Program Rider attached to that Order Form, Customer may not terminate during the Initial Term.

14.3 Termination for cause. Either party may terminate an Order Form on written notice if the other materially breaches the Agreement and fails to cure within fifteen (15) days after written notice describing the breach. The Company may terminate immediately if it reasonably determines that continued access presents a material security risk or violates applicable law, or for non-payment as provided in Section 5.4. **If Customer terminates under this Section 14.3 for the Company's uncured material breach, the Company will refund prepaid, unused fees for the terminated period.**

14.4 Termination by the Company for convenience. The Company may terminate an Order Form for convenience effective at the end of the then-current term, on at least sixty (60) days' written notice before that date. The Company may also discontinue the Platform in its entirety on at least ninety (90) days' written notice, in which case it will refund prepaid, unused fees.

14.5 Effect of termination; transition. On expiration or termination, Customer's access and license terminate, except that **for sixty (60) days following termination the Company will provide Customer read-only access sufficient to export Customer Data**, unless termination was for Customer's breach of Section 7 or 9 or for non-payment. The Company will delete Customer Data within thirty (30) days after the end of that export window, subject to Section 14.6, and will confirm deletion in writing on request.

14.6 Retention exceptions. The Company may retain Customer Data to the extent required by law or legal hold, contained in routine backups until those backups expire in the ordinary course, or in the form of De-Identified Data.

14.7 Survival. Sections 3, 5 (as to amounts accrued), 6.1, 6.2 (to the extent necessary to perform Sections 14.5 and 14.6), 6.5, 6.8, 8, 9, 10.2, 11, 12, 13, 14.5–14.7, 15, and 16 survive termination.

15. Dispute Resolution and Governing Law

15.1 Governing law. Delaware law governs the Agreement, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 Venue. Any action arising out of or relating to the Agreement must be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each party consents to personal jurisdiction and venue there.

15.3 Informal resolution. Before filing an action, **each party** will notify the other in writing describing the dispute and will attempt in good faith to resolve it for thirty (30) days. Customer notices go to info@searchsync.com; Company notices go to the address on the Order Form. This Section 15.3 does not apply to a claim for injunctive relief under Section 9.4 or to a collection action for undisputed fees.

15.4 Jury trial waiver. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.

15.5 Limitation period. Any claim arising out of the Agreement must be brought within one (1) year after the claim accrued, except for a claim for non-payment.

15.6 Equitable relief. Nothing in this Section 15 prevents either party from seeking injunctive or other equitable relief in any court of competent jurisdiction to protect its Confidential Information or intellectual property.

16. General

16.1 Entire agreement; order of precedence. The Agreement is the entire agreement between the parties regarding the Platform and supersedes all prior and contemporaneous agreements and understandings on that subject. In the event of conflict, the order of precedence is: (1) any Beta Program Rider attached to the applicable Order Form, as to the matters it addresses; (2) the applicable Order Form, as to commercial terms; (3) the Privacy Policy, as to the Company's collection, use, disclosure, and retention of personal information, provided that the Privacy Policy does not expand the Company's rights in Customer Data beyond those granted in Section 6; (4) these Terms; (5) the Security Overview. A Beta Program Rider applies only to the Order Form to which it is attached, and only during the Beta Period defined in that Rider. **To the extent any Mutual Non-Disclosure Agreement between the parties conflicts with these Terms as to any subject matter addressed by the Agreement, these Terms control.** Any such NDA continues to govern disclosures made outside the scope of the Agreement.

16.2 No reliance; severability; waiver. Neither party relies on any statement, representation, or assurance not expressly set out in the Agreement, provided that nothing in this Section 16.2 limits liability for fraud or fraudulent misrepresentation. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remainder continues in full force. No failure or delay in exercising a right waives it, and a waiver is effective only if in writing and signed by the waiving party.

16.3 Assignment. Neither party may assign the Agreement without the other's prior written consent, except that either party may assign it in its entirety, on notice, to a successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any other attempted assignment is void.

16.4 Relationship of the parties; no third-party beneficiaries. The parties are independent contractors, and the Agreement creates no partnership, joint venture, agency, fiduciary, or employment relationship. The Agreement confers no rights on any third party, except that Company Parties may enforce Sections 11, 12, and 13.2.

16.5 Force majeure. Neither party is liable for a delay or failure to perform, other than a payment obligation, caused by an event beyond its reasonable control, including natural disaster, war, terrorism, civil unrest, labor action, epidemic, governmental action, or failure of internet or cloud infrastructure. The affected party will notify the other promptly and use reasonable efforts to mitigate. If the event continues more than thirty (30) days, either party may terminate the affected Order Form on written notice, and the Company will refund prepaid, unused fees.

16.6 Notices. Notices must be in writing. Notices to Customer go to the notice address and email on the Order Form. Notices to the Company go to SearchSync Technologies, Inc., P.O. Box 571, Mineral Springs, NC 28108, Attn: Legal, with a copy to info@searchsync.com. Email notice is effective on the business day after transmission, absent a bounce.

16.7 Publicity; counterparts. Neither party will issue a press release or public statement about the other, or use the other's name or logo, without prior written consent, except as expressly permitted on the Order Form. Order Forms may be executed in counterparts and by electronic signature, each of which is an original.

17. Contact

SearchSync Technologies, Inc. P.O. Box 571, Mineral Springs, NC 28108, United States

Purpose	Contact
General and support	info@searchsync.com
Legal and contracts	info@searchsync.com
Privacy requests	info@searchsync.com
Security incidents and reports	info@searchsync.com

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