Master Reseller Agreement – Subscription Terms

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Description: This Master Reseller Agreement – Subscription Terms shall apply to you as a managed service provider or managed security services provider having purchased a Subscription to the Services through an account with Lexful pursuant to which you wish to: (i) use the Services in your own internal operational environment (including for Partner's own IT, administrative, and internal documentation purposes) as permitted by these Terms; and (ii) resell and allocate licenses to use your Subscription to designate Managed Clients as Licensed Clients (and to store Client Data for Unlicensed Clients, if applicable), provided you have been accepted by Lexful to do so.

1. Acceptance of these Terms; Modifications and Additional Agreements

1.1. Acceptance

By interacting with the Services in any way, including by logging in to or otherwise accessing the Services, or by clicking or tapping the acceptance button upon signing up for a Lexful Account, you (either the "Partner" or "Authorized User", as those terms are defined herein) hereby accept and agree to be bound by this Master Reseller Agreement – Subscription Terms (these "Terms"), as in effect at the time of such log-in, access or acceptance, without any reservations, modifications, additions or deletions. Each log-in to or access of the Services by Partner or any Authorized User constitutes Partner's acceptance of the then-current version of these Terms. If you do not wish to accept all the provisions contained in the Terms, you are not authorized to use the Services. Acceptance of these Terms creates a legal and binding agreement between you and Lexful.

If you are using the Services and are accepting and agreeing to these Terms on behalf of a company, partnership, association or other legal entity (a "Legal Entity"), you represent and warrant that you have the authority to bind that Legal Entity to these Terms and, in such event, "you" and "your" will refer and apply to that Legal Entity, as applicable.

1.2. Modifications to these Terms. Partner acknowledges that Lexful may modify these Terms at any time, with modifications becoming effective immediately upon posting to the Site. Partners and Authorized Users are responsible for regularly reviewing these Terms. Continued use of the Services after modification constitutes acceptance of these Terms as modified. Lexful is not required to give Partner advance notice of any modification to these Terms, and each log-in to or access of the Services by Partner or any Authorized User after a modification constitutes Partner's acceptance of these Terms as modified. Notwithstanding the foregoing, no modification to these Terms shall increase the Per-License Fee, the Minimum Monthly Commitment, or any other Fees applicable to Partner, or alter or shorten any rate lock or discount period expressly stated in an applicable Order Form, during Partner's then-current Initial Term or Renewal Term. Changes to Fees taking effect at the commencement of a Renewal

Term in accordance with Section 14.8 are not modifications to these Terms for purposes of this Section 1.3.

1.3. Additional Agreements. These Terms should be read in conjunction with the Terms of Service, the Privacy Policy, the Data Processing Agreement, and the AI Fair Use Policy, as all these documents govern your use of the Services and are incorporated into these Terms. Furthermore, certain Services may have additional terms or requirements that apply (the "**Additional Terms**"). These additional terms or requirements will be made available to you and will become part of your agreement with us if you subscribe to the relevant Services and are incorporated by reference into these Terms as applicable. In the event of any conflict between these Terms and the Terms of Service with respect to the subject matter of these Terms (including your and Lexful's contractual rights and obligations), these Terms will prevail to the extent of the conflict, and these Terms will prevail with respect to Lexful's contractual rights and obligations; provided, however, that in the event of any conflict between these Terms (including any Additional Terms) and the AI Fair Use Policy solely with respect to the use of the Generative AI Features (or any other AI features of the Services), the AI Fair Use Policy will control to the extent of the conflict.

1.4. Privacy Policy Lexful's Privacy Policy explains in a publicly available, standalone document how Lexful collects, uses, discloses, and otherwise processes personal data and protects privacy of those using the Services. By using the Services, you agree that Lexful can process such data in accordance with the Privacy Policy, these Terms, the Terms of Service and the Data Processing Agreement.

1.5. Data Process Agreement. Lexful's Data Processing Agreement explains in a publicly available, standalone document how Lexful processes personal data of those using the Services. It defines each party's role, use of subprocessors, subprocessors' obligations, procedures for responding to data subject requests and data breaches (including notification timelines), audit and record-keeping rights, cross-border data transfer mechanisms, and requirements for the return or secure deletion of data at termination, all to ensure compliance with applicable data protection laws and to allocate liability and risk related to personal data. By using the Services, you agree that Lexful can process such data in accordance with the Data Processing Agreement, these Terms, the Terms of Service and the Privacy Policy.

2. Definitions and Interpretation

For purposes of these Terms and any Order Form referencing these Terms:

2.1. "**AI Fair Use Policy**" means Lexful's AI Fair Use Policy governing permitted and prohibited use of the Generative AI Features and other AI-related capabilities of the Services by Partners and Authorized Users, as updated by Lexful from time to time in accordance with its terms and made available via the Services or on Lexful's website.

2.2. **"Active Management"** means using the Services to perform ongoing, operational administration or management activities for a Managed Client, including (without limitation) updating or modifying that Managed Client's Client Data, creating or maintaining runbooks, procedures, or configuration records, managing credentials or access information, generating or maintaining documentation or knowledge assets intended for that Managed Client's current operations, or otherwise using the Services

as a primary system of record for such Managed Client, as opposed to mere storage or read-only access. Active Management excludes: (i) storage of Client Data; (ii) read-only access to, and searching of, Client Data using the Search Features; (iii) import of Client Data using the Migration Tools; and (iv) Integration Synchronization as defined in and subject to Section 6.9.

2.3. "**Asset and Configuration Management Features**" means the functionality of the Services that enables Partner to create, relate, and manage records describing client infrastructure and configurations (including, for example, devices, systems, networks, software, and related relationships) for Managed Clients, as supported by the Services.

2.4. "**Attachment Features**" means the functionality of the Services that enables Partner to upload, associate, organize, and manage files and other attachments in connection with Client Data for Managed Clients, subject to any size, type, or volume limits specified by Lexful from time to time.

2.5. "**Audit Trail and Version History Features**" means the functionality of the Services that records and exposes historical activity, changes, and prior versions of Client Data (including documents, assets, and password records) as supported by the Services and subject to any retention periods, scope, and filtering options described in the Documentation.

2.6. "**Authorized Users**" refers to users of the Services who have been granted access to use the Services by a Partner as permitted by these Terms, including (i) Partner's and its affiliates' employees, contractors, and other personnel who access the Services solely on Partner's behalf for Partner Internal Use or for providing managed services to Managed Clients; and (ii) employees, contractors, and other personnel of Managed Clients designated by Partner as Licensed Clients pursuant to these Terms who are authorized by each such Licensed Client to access the Services solely on behalf of such Licensed Client Licensed Client Internal Use.

2.7. **"Billing Month"** means each one-month period during the Term for which Fees are charged, the first of which begins on the Subscription Start Date and each subsequent one of which begins on the corresponding monthly anniversary of the Subscription Start Date. Where a calendar month does not contain a day corresponding to the Subscription Start Date, the Billing Month for that calendar month ends on the last day of that calendar month.

2.8. **"Client Data"** means all documentation, configurations, notes, passwords, asset and configuration records, files and attachments, metadata, and other information (including any AI-generated outputs based on such information) that Partner or its Authorized Users upload to, store in or otherwise make available in the Services for or on behalf of (a) Partner itself in connection with Partner Internal Use ; or (b) a Managed Client.

2.9. **"Commitment Term"** means the period of twelve (12) consecutive Billing Months commencing immediately upon expiry of the SATGAT Period.

2.10. "**Documentation Features**" means the functionality of the Services that enables Partner to create, edit, organize, relate, archive, and delete documents and pages (including via rich text editing, tables, lists, headers, and similar capabilities) associated with Managed Clients.

2.11. "**Documentation**" means the written, visual, or digital materials provided by Lexful in connection with the Services and includes user guides, manuals, and in-app help aimed at users, developer materials, system/operations materials, technical specifications, test materials, security and compliance materials and change and release notes.

2.12. "**Fees**" has the meaning set out in Section 4.1.

2.13. **"Generative AI Features"** means Lexful's AI-enabled functionality that uses Client Data to provide search, retrieval, summarization, contextual assistance, and related

outputs within the Services, as further governed by and subject to the AI Fair Use Policy and any other applicable Additional Terms relating to AI features.

2.14. **“Initial Term”** means the period of thirteen (13) months comprising the SATGAT Period followed by the Commitment Term.

2.15. "**Lexful**" refers to Lexful, Inc., the owner and operator of the Services, a Delaware corporation with its head office in the Province of British Columbia, Canada at the address listed further below in these Terms. Where these Terms refer to “Lexful”, they may refer to Lexful, Inc. and / or its affiliates or subsidiaries, and their respective shareholders, officers, directors, employees, agents, partners, principals, representatives, successors and assigns (collectively "**Representatives**"), depending on the context. Any reference to "we", "our", or "us" in these Terms shall also refer to Lexful.

2.16. **“Licensed Client”** means a Managed Client designated by Partner as covered by a paid per-client Subscription for Active Management within the Services.

2.17. “**Licensed Client Internal Use**” means use of the Services by Authorized Users on behalf of Managed Clients designated by Partner as Licensed Clients pursuant to these Terms for IT, administrative, and internal documentation purposes of such Licensed Client as permitted by these Terms.

2.18. **“List Price”** means Lexful’s then-current standard Tier pricing (including the standard Per-License Fee and Minimum Monthly Commitment for each Tier), as published on Lexful’s website at www.lexful.ai and in effect at the relevant time, without application of any discount, promotional rate, or other price concession.

2.19. **“Managed Client”** means an end customer account that the Partner supports and administers.

2.20. “**Migration Tools**” means the data import and migration features of the Services that enable Partner to programmatically or manually import Client Data, attachments, password vault entries, and asset relationships from third-party systems into the Services, in each case as supported by Lexful from time to time and subject to any prerequisites, limitations, and mappings described in the Documentation.

2.21. **“Minimum Monthly Commitment”** means, for each Billing Month, the minimum aggregate amount payable by Partner in respect of Licensed Clients for Partner’s then-current Tier, as set out in the applicable Order Form (also referred to in these Terms as the “Minimum”).

2.22. **“Order Form”** means the ordering document (including an online order, click-through order, or portal-based provisioning flow, a quote issued by Lexful, a pricing schedule or written amendment) specifying fees, minimums, term, and other commercial terms and including those terms set out in Exhibit A.

2.23. **“Partner”** refers to the individual or Legal Entity who has executed an Order Form, paid the applicable Fees and thereby is authorized under this Agreement to access and use the Services and who is a managed service provider (MSP) or managed security service provider (MSSP), together with any of its affiliates expressly identified in the applicable Order Form as being covered by such Order Form. In these Terms, a Partner may also be referred to as "you" or "your".

2.24. “**Partner Internal Environment**” has the meaning set out in Section 6.1.

2.25. “**Partner Internal Use**” means use of the Services by a Partner or its employees, contractors, and other personnel who access the Services on Partner’s behalf in Partner’s own internal operational environment (including for Partner’s own IT, administrative, and internal documentation purposes) as permitted by these Terms.

2.26. “**Password Vault**” means the functionality of the Services that enables Partner to create, store, organize, access, and manage encrypted password and secret records

for Managed Clients, including basic secure sharing and access controls as described in the Documentation.

2.27. **"Per-License Fee"** means the monthly fee payable per Licensed Client for Partner's then-current Tier, as set out in the applicable Order Form.

2.28. **"Proof of Value Guarantee"** means the SATGAT Period, as that period is described in Lexful's client-facing materials.

2.29. **"Renewal Term"** means each successive period of twelve (12) months for which the Subscription renews following the Initial Term in accordance with Section 14.8.

2.30. "**Representatives**" has the meaning set out in Section 2.15.

2.31. **"SATGAT Period"** means the first month of the Initial Term, beginning on the Subscription Start Date and ending on the day immediately preceding the first monthly anniversary of the Subscription Start Date, during which Lexful makes the Services available to Partner free of charge in accordance with Section 14.2. The SATGAT Period is Lexful's satisfaction guarantee period, is referred to in Lexful's client-facing materials as the Proof of Value Guarantee, and is not a trial.

2.32. "**Search Feature**s" means the functionality of the Services that enables Partner to search, filter, and navigate Client Data (including via faceted search and in-document search) and to access search-driven views of assets, configurations, passwords, and documentation, excluding the Generative AI Features.

2.33. "**Services**" means Lexful's proprietary, cloud-based software-as-a-service platform and related features and functionality that enable Partners to centralize, manage, search, generate, and maintain technical, operational, and security-related documentation and knowledge for Managed Clients, including the Documentation and any associated interfaces, APIs, websites, tools, and underlying systems provided by Lexful, but excluding Third-Party Services and Partner's own systems.

2.34. "**Site**" means lexful.ai and includes the Services as accessed through Lexful.ai.

2.35. **"Subscription"** means a subscription to use the Services for Partner Internal Use and as described in Section 6 and a per-Licensed-Client subscription (license) to the Services for Active Management of a Licensed Client as described in Section 7, subject to these Terms, including payment of applicable Fees.

2.36. **"Subscription Start Date"** means the date on which Partner completes the Lexful checkout process for a Subscription, as recorded by Lexful.

2.37. **"Term"** means the Initial Term together with all Renewal Terms.

2.38. "**Terms of Service**" means Lexful's Terms of Service which is an agreement among Lexful, Partner, Managed Clients and Authorized Users relating to use of the Services by Managed Clients, including Licensed and Unlicensed Clients, and by Authorized Users, including Partner's and Managed Clients' employees, contractors, and other personnel who access the Services on Partner's or Managed Clients' behalf.

2.39. **"Tier"** means one of Lexful's subscription tiers, each of which specifies a Minimum Monthly Commitment, a Per-License Fee, and the corresponding minimum number of Licensed Clients. Partner's Tier and the Fees applicable to Partner are as set out in the applicable Order Form.

2.40. **"Unlicensed Client"** means a Managed Client for which Partner stores Client Data in the Services but that is not designated as a Licensed Client for Active Management.

The above defined terms and any other terms defined in these Terms when used in the plural shall have the same meaning except as to number referred to.

The description and section headings in these Terms are for convenience only and do not define, alter, expand, or limit the meaning or intent of any provision.

3. Partner Acknowledgements, Obligations Regarding the Services, and Use of the Services

3.1. Prohibitions on Use of the Services. Partner and / or Authorized Users shall not: (i) use the Services in any manner that in any way violates these Terms or any other applicable policy posted in the Services by Lexful, or use the Services for any purposes beyond the scope of these Terms; (ii) misuse the Services in any way, including but limited to accessing them using a method other than the interface and the instructions provided by Lexful; (iii) take information from the Services to build competitive products or services; (iv) use the Services in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website; (v) use the Services in any manner that violates any intellectual property rights of Lexful or any third party; and (vi) use any Services available on mobile devices in a way that distracts and prevents from obeying traffic or safety laws.

3.2. Applicable Laws. Partner and / or Authorized Users shall use the Services in good faith, and in compliance with all applicable local, provincial or state, national, and international laws, including but not limited to applicable export and re-export control laws and regulations, and intellectual property laws. Partner and / or Authorized Users shall not do anything or encourage conduct that would constitute a criminal offense or give rise to civil liability, or is any way unlawful, illegal, fraudulent or harmful to any third party.

3.3. Restrictions on Services and Client Data. Partner and / or Authorized Users shall not, or permit any third parties to, use the Services or upload any Client Data in any manner: (i) that would propagate software viruses, trojan horses, worms, or any other malicious or non-malicious computer code; (ii) that contains any malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of the Services, or any software, hardware, or telecommunications equipment in any form whether belonging to Lexful or a third party; or (iii) that would damage or obtain unauthorized access to any system, data, password or other information (whether personal data or not) of Lexful, other Services users, or any other third party.

3.4. Other General Restrictions Regarding the Services. In their use of the Services, Partner and / or Authorized Users shall not, or permit any third parties to: (i) take any action that imposes or may impose (as determined by Lexful in its sole discretion) an unreasonable or disproportionately large load on Lexful's (or its third party providers') infrastructures; (ii) interfere or attempt to interfere with the proper functioning of the Services or any activities conducted on or via the Services; (iii) bypass any measures Lexful may use to prevent or restrict access to the Services or any element thereof; (iv)) use manual or automated software, devices, or other processes to "crawl" or "spider" any page or portion of the Services; (v) harvest or scrape any content from the Services in an unreasonable manner; or (vi) in any way collect information (whether personal information or not) of any third party or in violation of our Privacy Policy, except as permitted by the nature and function of the Services.

3.5. Limitation on Your Subscription. You represent and warrant that your end customers do not include other MSP or MSSP, and you shall not transfer your use of the Services or any portion thereof or, if applicable, designate licenses under these Terms or any Order Form, to any other MSP or MSSP without the express permission of Lexful or in

accordance with these Terms or any Additional Terms. In the event we discover that you are sharing your Subscription with third-party MSP or MSSP, which is strictly prohibited and a breach of these Terms, we may cancel your Subscription(s) and ban you from the Services, at our sole discretion.

3.6. Partner Accounts and Passwords. Partner must create a Lexful Account to use the Services by providing the information required by Lexful upon signing up (company, first and last name, email address, and optionally phone number, hereinafter "Account Information"), subject to the restrictions and conditions as outlined elsewhere in these Terms. By submitting Account Information, you represent and warrant that the information is true and accurate to the best of your knowledge. Submitting false or misleading Account Information may result in you being banned from using the Services and termination of your Account, at our sole discretion. Following Account creation, Partner shall be solely responsible for keeping all Account Information up to date throughout the life of these Terms. Partners will be asked to choose a password and are responsible for creating a password of sufficient strength that cannot easily be discovered by third parties and that meets the requirements as presented upon signing up. Partner is responsible for maintaining the confidentiality of their password and is responsible for all activities that occur under their Account whether by them or any third party, including Authorized Users. You agree to immediately contact us to notify us of any unauthorized use of your Account or any other breach of security regarding your Account. Lexful and its Representatives will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from your failure to log out at the end of the session, an unattended logged-in session, or a third party using the Services with your Account Information and accessing your Account through any means, and disclaims any responsibility in this regard.

3.7. Age Requirements. By signing up for an Account, Partner affirms that they are at least eighteen (18) years of age or the age of majority in the jurisdiction in which they reside or from which they access the Services if the age of majority in such jurisdiction is greater than eighteen (18) years of age.

3.8. Authorized Users. Partner may have Authorized Users on their Account. A Partner will be required to enter the email address of their Authorized Users ("Authorized User Information"). By submitting Authorized User Information, you represent and warrant that you have the legal right to submit this information and are authorizing the Authorized User to use your Account solely on Partner’s behalf for Partner Internal Use or in connection with use for or by Managed Clients, as permitted by these Terms. You shall be responsible for any violation of these Terms or any applicable Additional Terms, or any violation of any other posted Lexful policy regarding the Services, by any of your Authorized Users, and for configuring and enforcing appropriate role-based and client-scoped access controls for such Authorized Users within the Services.

3.9. Communications about the Services. Partner acknowledges that in connection with use of the Services, Lexful may send Service announcements, administrative messages, product release notes, maintenance windows, and other information. Partner may opt out of some of those communications by following the procedures described in our Privacy Policy or through the notification settings available in the Services when they are using the Services.

4. Partner Is the Customer; No Direct Sale to Managed Clients

4.1. Subscriptions are purchased by and billed to the Partner at the applicable Per-License Fees, subject to the Minimum Monthly Commitment (collectively, “Fees”), for the benefit and control of the Partner. Managed Clients are not parties to these Terms, are not purchasers under this Agreement and do not assume payment obligations to Lexful by virtue of Partner’s use of the Services or in connection with use of the Services for or by Managed Clients. Partner acknowledges that it is solely responsible for all Fees and obligations under these Terms regardless of its arrangements with Managed Clients.

4.2. Partner is responsible for all activity conducted under its account(s), including Partner Internal Use and any use for or by Managed Clients, including Licensed Client Internal Use, and including access by its or their employees, contractors, and other personnel.

5. Grant; Resale Rights; Sublicensing

5.1. Grant. Subject to Partner’s compliance with these Terms and payment of the Fees as set out in the Order Form, Lexful grants Partner a nonexclusive, nontransferable right, during the term of these Terms, to (a) purchase Subscriptions for Partner’s own use including Partner Internal Use and in providing managed services to Managed Clients within the Partner Internal Environment, and (b) resell, allocate and, if and to the extent expressly permitted in the Order Form, sublicense rights to access and use the Services under such Subscriptions to Managed Clients as Licensed Clients for Active Management, in each case solely in accordance with these Terms. Partner shall not grant any rights to the Services that are broader than or inconsistent with the rights granted to Partner by Lexful, except that Partner shall not permit any third party, including Managed Clients, to use the Services for Active Management of its own clients.

5.2. Partner Control. Partner shall be solely responsible for its pricing, billing, contractual relationships, onboarding, and documentation with its Managed Clients and Licensed Clients. Without limiting these Terms, Partner shall ensure that each Managed Client and Licensed Client (and, where applicable, Unlicensed Client) that is provided access to or whose Client Data is stored in the Services accepts Partner’s downstream agreement(s) containing terms (a) that are at least as protective of Lexful as these Terms and the Terms of Service with respect to confidentiality, intellectual property, permitted use restrictions, and limitations of liability, and (b) that do not conflict with or purport to limit Lexful’s rights or expand Lexful’s obligations under these Terms or the Terms of Service. Partner remains solely responsible, as between Lexful and Partner, for first-line support, account administration, and any professional or managed services it provides to Managed Clients and Licensed Clients.

5.3. Licenses. Partner may only grant Licenses to the extent and in the manner expressly authorized in the Order Form and in compliance with these Terms. By granting Licenses, Partner expressly accepts the Terms of Service. Any License granted by Partner (a) must be consistent with these Terms and the Terms of Service, (b) must be limited to access and use of the Services for the applicable Managed Client or Licensed Client in accordance with the scope of the corresponding Subscription (including any per-Licensed-Client, Tier, Minimum Monthly Commitment, or Active Management limitations), and (c) must not impose material obligations on Lexful or grant any rights in or to the Services on behalf of Lexful without Lexful’s prior written consent.

6. Subscription Entitlements: Core Services, Storage, Partner Internal Use, Read-Only Access, and AI Capabilities

Conditional upon Partner maintaining an active Subscription in good standing and compliance with this Agreement:

6.1. **Partner Internal Use**. Partner may use the Services, including the Documentation Features, Attachment Features, Search Features, Asset and Configuration Management Features, Password Vault, Migration Tools, Audit Trail and Version History Features, and Generative AI Features, in connection with Partner Internal Use in Partner's own internal IT, administrative, security, and business environment ("**Partner Internal Environment**"), subject to any limits specified in the applicable Order Form and Documentation. For clarity, Partner Internal Use does not permit Partner to use the Services to perform Active Management for any third-party client or other Legal Entity that is not a Licensed Client under an active Subscription.

6.2. **Storage for Unlicensed Clients.** Partner may store Client Data in the Services for Unlicensed Clients using the Documentation Features, Attachment Features, and Migration Tools, subject to any storage, file size, or other technical limits specified by Lexful from time to time. For clarity, permission of such storage by Lexful does not by itself grant any right to Partner to use the Services to perform Active Management for those Unlicensed Clients.

6.3. **Read-Only Access.** Partner may access and view Client Data for Unlicensed Clients on a read-only basis, as supported by the Services, including by using the Search Features and permitted navigation tools, but without engaging in Active Management for those Unlicensed Clients.

6.4. **Generative AI Use (Partner Internal Environment and Licensed Clients).** Partner may use Generative AI Features in connection with (i) Client Data relating to the Partner Internal Environment and (ii) Client Data of Licensed Clients, in each case solely to assist Partner personnel in understanding, searching, and interacting with such Client Data, subject to any usage limits, safety controls, and other parameters described in the Documentation and the AI Fair Use Policy. For clarity, the Generative AI Features do not use Client Data of Unlicensed Clients as context, and Lexful may implement technical controls to enforce this limitation. Use of the Generative AI Features (and any other AI-related capabilities of the Services) by Partner and Authorized Users is conditioned on, and at all times subject to, Partner's and all Authorized Users' compliance with the AI Fair Use Policy.

6.5. **No Active Management for Unlicensed Clients.** Partners may not use the Services to provide or perform Active Management of Unlicensed Clients, including without limitation creating, editing, or deleting assets, configurations, password vault entries, or other Client Data for such Unlicensed Clients beyond what is technically permitted as read-only access, unless and to the extent expressly authorized by Lexful in writing. Lexful may implement technical controls to prevent Active Management of Unlicensed Clients.

6.6. **AI Data Use Safeguards.** Lexful will not use Client Data to train generalized machine learning models outside the Partner's account environment without Partner's prior written consent pursuant to these Terms. AI-generated outputs derived from Client Data are considered Client Data and remain subject to all confidentiality and data protection

obligations applicable to Client Data and to the AI Fair Use Policy. Lexful may use aggregated and anonymized usage telemetry (excluding Client Data content) solely to operate, maintain, and improve the Services, provided such telemetry cannot be used to identify Partner or any Managed Client.

6.7. **Included Core Features.** An active Subscription entitles Partner to access and use, for its account as a whole for Partner Internal Use (including for Unlicensed Clients as permitted above), the Documentation Features, Attachment Features, Search Features, Asset and Configuration Management Features, Password Vault, Migration Tools, Audit Trail and Version History Features, and other core Services functionality made generally available by Lexful to similarly situated partners, in each case subject to (i) any limits, exclusions, or configuration options set forth in the applicable Order Form and (ii) any technical or usage limits described in the Documentation.

6.8. **Migration Tools Limitations**. Partner understands that the operation and effectiveness of the Migration Tools depend on the availability, performance, and APIs of third-party systems, and on the data quality and configuration in those systems. Lexful does not warrant that all Client Data, attachments, records, or asset relationships from a given third-party system will be imported without error or with identical structure, and Partner is solely responsible for validating migrated data and for making any necessary corrections using the Services.

6.9. **Integration Synchronization for Unlicensed Clients.** Partner may enable integrations and connectors supported by the Services to maintain the currency of Client Data for Unlicensed Clients by automated, system-initiated synchronization ("Integration Synchronization"). Integration Synchronization does not constitute Active Management, provided that (a) no Authorized User creates, edits, or deletes Client Data for such Unlicensed Client through the Services; (b) the Generative AI Features do not use such Client Data as context; and (c) Partner does not use Integration Synchronization to circumvent the per-Licensed-Client licensing requirements of these Terms. Lexful may implement technical controls to enforce the limits of this Section 6.9.

7. Per-Licensed-Client Subscriptions (Active Management)

7.1. **Per Licensed Client Per Month**. Active Management is licensed and priced per Licensed Client per month, as set out in the applicable Order Form and these Terms.

7.2. **Active Management Rights.** For each Licensed Client for which Partner maintains an active Subscription, Partner may store, manage, maintain, update, create, and administer that Licensed Client's Client Data within the Services (including by using the Documentation Features, Attachment Features, Search Features, Asset and Configuration Management Features, Password Vault, Migration Tools, Audit Trail and Version History, and Generative AI Features) solely in accordance with these Terms, and in particular Sections 7 and 16. Active Management Rights do not extend to any other Managed Client or third-party client that is not at such time designated as a Licensed Client.

7.3. **Licensed Client End Users.** For each Licensed Client, Partner may invite that Licensed Client's end users to access the Services on a read-only basis for self-service assistance through the Generative AI Features. Such end users are Authorized Users for purposes of these Terms, consume no License and give rise to no additional Fees,

and their access is subject to these Terms, the Terms of Service, the Data Processing Agreement, and the AI Fair Use Policy. Partner shall ensure that such end users are covered by the downstream agreements required under Section 5.2. Partner may not invite end users of Unlicensed Clients to access the Services.

8. License Assignment and Reassignment

8.1. **No Concurrent Sharing.** A License assigned to a Licensed Client by designation of a Managed Client by Partner under a Subscription may not be assigned to another Managed Client for Active Management of such other Managed Client's Client Data during the same Billing Month.

8.2. **De-Assignment; Cool-Down.** Partner may de-assign a License under a Subscription from a Licensed Client through the Lexful portal or by any other means designated by Lexful. Upon de-assignment, the License enters a cool-down period. During the cool-down period: (a) the License remains operational and Partner may continue Active Management of the Managed Client from which the License was de-assigned; and (b) the License may not be assigned to any other Managed Client.

8.3. **Reassignment.** A License in cool-down becomes available for assignment to a different Managed Client at the commencement of the Billing Month following the effective date of de-assignment. No cool-down period applies to reassignment of a License to the same Managed Client from which it was de-assigned. Partner remains obligated to pay for the License during the cool-down period.

8.4. **Technical Enforcement.** Lexful may implement technical controls to enforce the assignment and reassignment rule set forth in this Section 8. Partner acknowledges that circumvention of such technical controls constitutes a material breach of these Terms.

8.5. **License Removal.** In lieu of reassignment, Partner may remove a License entirely through subscription management, effective at the commencement of the Billing Month following the effective date of de-assignment, provided that following such removal Partner's Subscription remains at or above the Minimum Monthly Commitment for Partner's then-current Tier.

9. Tiers; Minimum Monthly Commitment

9.1. **Tiers.** Subscriptions are sold in Tiers. Each Tier specifies a Minimum Monthly Commitment, a Per-License Fee, and the corresponding minimum number of Licensed Clients, such that a higher Minimum Monthly Commitment corresponds to a lower Per-License Fee. Partner's Tier, and the Minimum Monthly Commitment, Per-License Fee and minimum number of Licensed Clients applicable to Partner, are as set out in the applicable Order Form. Lexful's Tier structure and List Price are made available by Lexful to Partner and may be updated by Lexful from time to time, subject to Section 1.3.

9.2. **Minimum Monthly Commitment.** Partner must maintain and pay for at least the Minimum Monthly Commitment applicable to Partner's then-current Tier for each Billing Month during the Term, other than the SATGAT Period. For clarity, the Minimum Monthly Commitment for each Tier equals the minimum number of Licensed Clients for that Tier multiplied by the Per-License Fee for that Tier.

9.3. **Billing to the Minimum.** If, in any Billing Month, the aggregate Per-License Fees for Partner's actual number of Licensed Clients is less than the Minimum Monthly Commitment, Partner will be billed the Minimum Monthly Commitment for that Billing Month. If such aggregate exceeds the Minimum Monthly Commitment, Partner will be billed for its actual number of Licensed Clients at the applicable Per-License Fee.

9.4. **Tier Upgrades.** Partner may move to a higher Tier at any time during the Term in order to obtain the lower Per-License Fee for that Tier. A Tier upgrade takes effect at the commencement of the Billing Month following Partner's request, and upon taking effect the Minimum Monthly Commitment and Per-License Fee for the higher Tier apply for the remainder of the Term. A Tier upgrade does not extend, restart, or otherwise alter the Initial Term or any Renewal Term.

9.5. **No Mid-Term Tier Reduction.** Tier moves are one-directional during a Term. Partner may not move to a lower Tier, or reduce its Minimum Monthly Commitment, during the then-current Initial Term or Renewal Term. A move to a lower Tier may take effect only as of the commencement of a Renewal Term, and only where agreed by the parties in writing (including by a new Order Form) not less than thirty (30) days before the commencement of that Renewal Term.

9.6. **Changes to the Minimum.** Except as provided in Sections 9.4 and 9.5, the Minimum Monthly Commitment may be modified only by a written amendment to the applicable Order Form signed by both parties.

10. Adding Licensed Clients; True-Ups

10.1. Partner may add Licensed Clients at any time during a term by designating additional Managed Clients through the Services.

10.2. Fees for added Licensed Clients will be billed in accordance with these Terms, including proration during the Billing Month if applicable.

10.3. Adding Licensed Clients increases monthly charges. Partner may add or remove Licensed Clients at any time during a Term, provided that Partner's Subscription remains at or above the Minimum Monthly Commitment for Partner's then-current Tier for each Billing Month. For clarity, designating Licensed Clients in excess of the minimum number of Licensed Clients for Partner's then-current Tier does not increase the Minimum Monthly Commitment and does not create any new or higher floor for the remainder of the Term.

10.4. Unless otherwise stated in an Order Form, added Licensed Clients have the same term as the existing term of Partner's Subscription ("**Commitment Term**").

11. Order, Reporting and Audit

11.1. Orders. Partner shall submit Order Forms for Licenses (including Partner's Tier, any minimum Licensed Client commitments, and any add-ons) in the format as specified by Lexful (including via online ordering or portal-based provisioning as described in Exhibit A). Order Forms are subject to acceptance by Lexful and will be governed by these Terms.

11.2. Reporting. Partner shall provide usage and allocation reports in the format and frequency set forth in the Order Form or as otherwise specified by Lexful (including via online ordering or portal-based provisioning). Reports must accurately reflect, for each Managed Client, its designation as a Licensed Client or Unlicensed Client, the number of Licenses in use, and any other metrics reasonably required by Lexful to validate Fees, Tier applicability, and any Minimum Monthly Commitment under these Terms.

11.3. Audit. Lexful may audit Partner's books and records once per twelve (12) month period upon reasonable notice to verify compliance with these Terms. Audits shall be conducted during normal business hours and in a manner that does not unreasonably interfere with Partner's business. If an audit reveals underpayment exceeding five percent (5%) for the audited period, Partner shall pay the shortfall plus interest and reimburse Lexful's reasonable audit costs.

12. Support; Partner Responsibility; Escalation

12.1. Support to Partner Only. Lexful will provide Support solely to Partner via Lexful support channels and will not provide routine support directly to Managed Clients or Licensed Clients. Partner shall be the first line support provider and shall be responsible for reproducing and triaging incidents before escalating to Lexful.

12.2. Service Level Objectives and Escalation. Lexful will use commercially reasonable efforts to respond to and resolve service issues during Lexful's usual business hours. Lexful may contact a Managed Client or Licensed Client directly only (a) with Partner's prior written consent, (b) where Partner is unreachable and a critical incident threatens data integrity or service continuity, or (c) as required by appliable law.

12.3. Partner Obligations. Partner shall maintain first line support staffing, logs of support interactions, and shall provide Lexful with requested information to assist in resolving incidents.

13. Intellectual Property; Client Data; License Grants

13.1. **Client Data Ownership**. As between the parties, Partner (and, as applicable, its Managed Clients) retains all right, title, and interest in and to Client Data. These Terms do not grant Lexful any ownership rights in Client Data. For clarity, AI-generated outputs

derived from Client Data are treated as Client Data for purposes of these Terms and the AI Fair Use Policy.

13.2. **License to Client Data**. Partner grants Lexful a non-exclusive, worldwide, royalty-free license during the term of the Subscription (and as may be extended pursuant to these Terms) to host, copy, use, transmit, display, and process Client Data (including through the Generative AI Features) (i) to provide, secure, maintain, and improve the Services for Partner and its Managed Clients within Partner's account environment (including quality, performance, and security improvements), but not to train generalized machine learning models outside Partner's account environment without Partner's prior written consent in accordance with Section 6.6 and subject to the AI Fair Use Policy; (ii) to prevent or address service, support, or technical issues; and (iii) as otherwise permitted in these Terms or in Partner's written instructions.

13.3. **Aggregated Data**. Lexful may generate and use de-identified and aggregated data derived from use of the Services ("**Aggregated Data**") for its legitimate business purposes, including analytics, benchmarking, and improving the Services, provided that Aggregated Data does not identify Partner, any Managed Client, or any individual.

13.4. **Responsibility for Client Data**. Partner represents and warrants that it has obtained and will maintain all necessary rights, consents, and permissions to provide Client Data to Lexful and to authorize the processing described in these Terms, and that Lexful's use of Client Data in accordance with these Terms will not violate any third-party intellectual property, privacy, or other rights.

13.5. **Lexful IP**. As between the parties, Lexful owns and retains all right, title, and interest in and to the Services, Documentation, Aggregated Data, and all software, technology, and intellectual property rights therein and thereto, including all modifications, enhancements, improvements, and derivative works, whether made by or for Lexful, Partner, or any third party. No rights are granted to Partner under these Terms other than as expressly set forth herein.

13.6. **License to Services**. Subject to Partner's payment of all applicable Fees and compliance with these Terms, Lexful grants Partner a limited, non-exclusive, non-transferable (except as permitted under Section 25, non-sublicensable right during the applicable term to access and use the Services and Documentation (a) for its internal business purposes within the Partner Internal Environment, and (b) for its internal business purposes in providing managed services to Managed Clients, in which case solely as permitted in Section 16.

13.7. **Trademarks and Marketing**. Partner may use Lexful trademarks only as permitted in and subject to Lexful's trademark guidelines and prior written approvals for co branding or marketing materials.

14. Commercial Terms

14.1. **Term.** The Initial Term is thirteen (13) months, comprising the SATGAT Period followed by the Commitment Term. The Commitment Term is a twelve (12) month annual commitment billed monthly in advance. The Subscription thereafter renews in accordance with Section 14.8.

14.2. **The SATGAT Period (Month 1); Proof of Value Guarantee.** The SATGAT Period begins on the Subscription Start Date. During the SATGAT Period: (a) no Fees accrue and Lexful will not charge Partner for the Services; (b) Lexful makes full Services functionality available to Partner, including designation of an unlimited number of Managed Clients as Licensed Clients and an unlimited number of Authorized Users; and (c) the Minimum Monthly Commitment does not apply. A valid payment method acceptable to Lexful is required at checkout to activate the Subscription. Billing commences on the first day of the Commitment Term. The SATGAT Period is a satisfaction guarantee period and is not a trial; Section 14.7 does not apply to it.

14.3. **Cancellation During the SATGAT Period.** Partner may cancel the Subscription at any time during the SATGAT Period. Cancellation is effective upon Lexful's receipt of notice; upon cancellation no Fees are owed by Partner, the Commitment Term does not commence, and neither party has any further obligation except for those provisions that survive under Section 28.4. Partner may give notice of cancellation through the Lexful portal or by email to Lexful in accordance with Section 26, and Lexful will also honour notice of cancellation given by Partner to Partner's Lexful account executive. Partner may export Client Data in accordance with Section 28.3.

14.4. **Annual Commitment; Monthly Billing in Advance.** The Commitment Term is sold on an annual commitment basis. Fees are billed monthly in advance. Payment obligations for the Commitment Term and each Renewal Term are non-cancelable except as expressly permitted under these Terms (including Section 14.3, Section 17.3, and Section 28.1).

14.5. **Billing Months; Payment Method.** Billing Months are determined by reference to the Subscription Start Date in accordance with the definition of Billing Month, and are not aligned to calendar months. Lexful will charge Partner's authorized payment method at the beginning of each Billing Month of the Commitment Term and each Renewal Term.

14.6. **Proration.** Fees for Licensed Clients designated part-way through a Billing Month will be prorated for the remainder of that Billing Month. No proration arises on commencement of the Commitment Term, which begins on a Billing Month boundary.

14.7. **Trials.** Except as expressly agreed in a separate written trial agreement signed by Lexful, Lexful does not provide trials of the Services. Where Lexful does provide a trial under such an agreement, unless Partner cancels before the trial ends the trial will automatically convert to a paid Subscription, and upon conversion Partner will be billed in accordance with these Terms and the applicable Order Form. For the avoidance of doubt, the SATGAT Period is not a trial and this Section 14.7 does not apply to it.

14.8. **Renewal; Renewal Pricing; Non-Renewal Notice.** Subscriptions automatically renew for successive Renewal Terms of twelve (12) months each unless cancelled in

accordance with these Terms. Partner must provide notice of non-renewal at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, in which case the Subscription will terminate at the end of that term. Each Renewal Term is at Lexful's List Price for Partner's then-current Tier, as published on Lexful's website at www.lexful.ai and in effect at the commencement of that Renewal Term. Any discount, promotional rate, or other price concession applies only for the period expressly stated in the applicable Order Form and does not carry forward into any Renewal Term unless the parties agree otherwise in writing. The SATGAT Period applies once only, during the Initial Term, and does not recur on renewal.

14.9. **Discounts; No Stacking.** A negotiated discount, where granted, replaces Tier pricing in its entirety; Tier pricing and negotiated pricing are mutually exclusive and do not apply together. Discounts, promotional rates, and other price concessions do not stack or compound with one another. Where an Order Form states a discounted or promotional Per-License Fee, that Order Form also states the Minimum Monthly Commitment applicable during the discount period.

14.10. **Payment Authorization; Failed Payments.** Partner authorizes Lexful to store payment method details and initiate recurring charges. Lexful may suspend Partner and Managed Client access to the Services for unpaid balances. If any charge is rejected or returned and Partner fails to cure such non-payment within ten (10) days after notice, Lexful may, in addition to suspension, terminate the Subscription and applicable Order Form in accordance with Section 28.1.

14.11. **Taxes.** Fees are exclusive of all sales, use, value-added, goods and services, and other taxes, duties, and governmental charges (collectively, "**Taxes**"), except for taxes based on Lexful's net income. Partner is responsible for paying all applicable Taxes associated with its purchase and use of the Services. If Lexful is required to collect or pay Taxes for which Partner is responsible, Partner will reimburse Lexful for such Taxes or provide a valid tax exemption certificate acceptable to the applicable taxing authority.

14.12. **Order of Precedence.** If an Order Form conflicts with these Terms, the Order Form will control solely with respect to pricing, Minimums, term, and other commercial terms expressly set out in the Order Form (including billing mechanics, payment method, billing cycle, and timing of payment), and only to the extent of the conflict. In all other respects, these Terms will control.

15. Confidential Information

15.1. Obligation. "**Confidential Information**" means non public business, technical or other information disclosed by a party marked as confidential or that should reasonably be understood to be confidential, including, in the case of Partner, all Client Data. Each party shall protect the other's Confidential Information with at least the same degree of care it uses to protect its own confidential information but no less than reasonable care.

15.2. Permitted Disclosures. Partner may disclose Lexful Confidential Information to Managed Clients only to the extent necessary for such clients to receive Services and

only if such clients are bound by confidentiality obligations no less protective than these Terms.

15.3. Confidential Information does not include information that is (a) publicly known through no breach by the recipient; (b) independently developed without use of the other's Confidential Information; (c) rightfully received from a third party without restriction; or (d) required to be disclosed by law (with notice to the discloser where permitted).

16. Services; Feature Set, Availability, and Permitted Use

16.1. **Core Feature Set**. Subject to Partner's timely payment of the Fees, and to these Terms, Lexful will make the core Services available to Partner, which include at a minimum the Documentation Features, Attachment Features, Search Features, Asset and Configuration Management Features, Password Vault, Migration Tools, Audit Trail and Version History Features, and Generative AI Features, in each case to the extent generally made available by Lexful to similarly situated partners and as further described in the Documentation and the applicable Order Form, for use in connection with Partner Internal Environment and Managed Clients as permitted in this Section 16.

16.2. **Permitted Use.** Partner may use the Services and the feature set described in this Section 16 solely (i) for Partner Internal Use within the Partner Internal Environment, (ii) for Partner's internal business purposes in providing managed services to Managed Clients for which Partner has the applicable Subscription coverage (including per-Licensed-Client Active Management rights where required), (iii) in accordance with the Documentation, and (iv) in compliance with all applicable laws and these Terms. Partner may not use any access or entitlements for Partner Internal Use to provide Active Management of any other third-party client that is not then designated as a Licensed Client under an active Subscription. Partner will not, and will not permit any third party to: (A) use the Services or any feature (including the Documentation Features, Password Vault, or Migration Tools) for benchmarking or competitive analysis; (B) share log-in credentials or otherwise circumvent user, client, or feature-based limitations (including any per-Licensed-Client, Active Management, or Partner Internal Environment configuration limits); (C) use the Services in a manner that could compromise the security, integrity, or availability of the Services or any Client Data, including by uploading malware or conducting penetration testing or vulnerability scanning without Lexful's prior written consent; (D) copy, frame, or mirror any part of the Services other than as necessary for ordinary-course use; (E) reverse engineer, decompile, or disassemble the Services except to the limited extent permitted by applicable law notwithstanding this restriction; or (F) use the Services to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit material in violation of privacy or data protection rights.

16.3. **Plan- and Add-On-Specific Features**. Certain capabilities within the Documentation Features, Attachment Features, Search Features, Asset and Configuration Management Features, Password Vault, Migration Tools, Audit Trail and Version History Features, and Generative AI Features may be available only with specified Subscription tiers, add-ons, or configurations as set out in the applicable Order Form or Documentation. Unless expressly stated in an Order Form, Lexful is not obligated to

provide any particular integration, workflow, or advanced capability associated with such features.

16.4. **Service Updates and Dependencies**. Partner acknowledges that some aspects of the Services and feature set (including the Migration Tools, Asset and Configuration Management Features, and Password Vault) may depend on third-party products, services, or integrations. Lexful may modify the Services, including the feature set, to reflect changes in such dependencies, to address security, performance, or regulatory issues, or to introduce new functionality. Lexful will use commercially reasonable efforts to avoid materially degrading the overall utility of the Services for Partner during an active Commitment Term, taking into account the core capabilities described in these Terms. Lexful is not responsible for any unavailability or degradation of the Services to the extent caused by the acts or omissions of third-party providers, changes to third-party APIs, or Partner's failure to comply with applicable third-party terms.

16.5. **Partner Responsibilities**. Partner is solely responsible for (i) configuring and using the Services (including the Documentation Features, Asset and Configuration Management Features, Password Vault, and Migration Tools) in a manner appropriate to Partner Internal Environment and for its Managed Clients; (ii) maintaining the accuracy, completeness, and legality of Client Data; and (iii) reviewing and validating any imports, relationships, or password vault entries created or migrated using the Migration Tools. Lexful does not provide legal, compliance, or managed services advice and is not responsible for Partner's or any Managed Client's use or interpretation of the feature set.

17. Security Standards, Availability, and Modifications of the Services

17.1. **Security Standards**. Lexful implements, maintains and continuously improves security measures and standards in providing the Services, as described in this section. Lexful responds to and deals with security incidents involving Client Data in accordance with applicable laws. In the event there is a security incident involving Client Data, Lexful shall notify you within 48 hours of the incident, or within the time period required by any applicable law, as explained in our Privacy Policy.

17.2. **Services Availability and Interruptions**. Lexful makes reasonable efforts to ensure the Services will be available 24 hours per day, 7 days per week. However, there will be occasional periods of downtime necessary to perform essential system upgrades, modifications and / or maintenance to the Services. Lexful will provide a reasonable notice for scheduled downtime, but in some cases, downtime may be unscheduled or beyond our control. There may also be unforeseen incidents that cause the Services to go down for a period of time that are beyond Lexful’s control. While we will endeavor to make any Services unavailability or interruption as brief as possible, Lexful shall not be held liable for any losses or damages, pecuniary or non-pecuniary, resulting from the interruption of the normal functioning of the Services, and disclaims any responsibility thereto.

17.3. **Modifications and Updates to the Services**. Lexful will provide the Services as described at the start of the term of your Subscription and including standard updates to the Services that are made generally available by us during the term of your Subscription. You are required to accept all patches, bug fixes and updates made by or on behalf of Lexful to the Services. Lexful may choose to change and improve the Services. We may add or remove functionalities or features, provided that such modifications do not materially decrease the functionality provided by the Services. If such modifications do materially affect the functionality provided by the Services and you do not wish to continue using our Services, your sole recourse is to terminate these Terms upon thirty (30) days' notice. If you cancel a Subscription based upon a material change to the Services, you may be entitled to a refund, at our sole discretion.

18. Privacy; Security; Data Protection

18.1. **Privacy Policy**. Partner's and its Authorized Users' use of the Services is subject to Lexful's Privacy Policy, as updated from time to time and made available at the URL specified in these Terms, the Terms of Service or on the Lexful website. The Privacy Policy is a public-facing document that describes in more detail how Lexful collects, uses, discloses, and otherwise processes personal data in connection with the Services, including information about cookies, analytics, legal bases of processing (where required by applicable law), data subject rights, and international transfers. In the event of a conflict between these Terms and the privacy policy, these Terms will govern to the extent of the conflict with respect to the contractual relationship between Partner and Lexful, and the Privacy Policy will govern with respect to Lexful's external-facing descriptions of its personal data processing activities, in each case subject to any more specific terms in an applicable Data Processing Agreement and, with respect to AI Features, the AI Fair Use Policy.

18.2. **Data Processing Agreement**. To the extent Lexful processes personal data on Partner's behalf in providing the Services, the parties will enter into a Data Processing Agreement ("DPA") that will form part of these Terms. In the event of a conflict between the DPA and these Terms with respect to the processing of personal data, the DPA will control to the extent of the conflict. For clarity, personal data processed through the Generative AI Features or other AI-related capabilities of the Services remains subject to the DPA, these Terms, the Terms of Service and the AI Fair Use Policy, with the DPA prevailing over these Terms and the AI Fair Use Policy solely to the extent required to resolve conflicts regarding the processing of personal data.

18.3. **Security**. Lexful will implement and maintain commercially reasonable technical and organizational measures designed to protect the security, confidentiality, and integrity of the Services and Client Data, including encryption in transit and at rest, access controls, and audit logging, as further described in the Documentation.

18.4. **Partner Security Responsibilities**. Partner is responsible for (i) maintaining the confidentiality of its account credentials; (ii) configuring security-related settings within the Services (including access controls, IP restrictions, and multi-factor authentication) appropriate for its risk profile and Managed Clients; and (iii) promptly notifying Lexful of any suspected compromise of its accounts or unauthorized use of the Services.

18.5. **Security Incidents**. If Lexful becomes aware of any unauthorized access to or disclosure of unencrypted Client Data within its control (a "**Security Incident**"), Lexful

will (i) notify Partner without undue delay after confirming the Security Incident, (ii) provide information reasonably available to Lexful about the nature and scope of the Security Incident, and (iii) take commercially reasonable steps to contain, investigate, and remediate the Security Incident. Lexful's obligations under this subsection shall not apply to incidents caused by Partner, its users, including Authorized Users, or third-party systems outside Lexful's control.

19. Third-Party Services and Integrations

19.1. **Third-Party Services**. The Services may enable Partner to access or use third-party products, applications, or services (including PSAs, RMMs, and cloud providers) ("**Third-Party Services**"). Partner's use of any Third-Party Services is subject to the applicable third-party terms and conditions, and Lexful is not responsible for the legality, security, or performance of Third-Party Services.

19.2. **Integrations and Connectors**. Certain features of the Services (including the Migration Tools and integrations described in the Documentation) may interoperate with or rely on Third-Party Services. Lexful does not control and is not responsible for any changes to the features or availability of Third-Party Services. To the extent any failure or change in a Third-Party Service adversely affects the Services, such failure or change will not constitute a breach of these Terms by Lexful.

19.3. **Third-Party Terms and Fees**. Partner is responsible for obtaining any necessary rights and paying any associated fees required to use Third-Party Services in connection with the Services and ensuring that its use of such Third-Party Services in combination with the Services does not violate any applicable third-party terms.

20. Disclaimers

20.1. **GENERAL**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING GENERATIVE AI FEATURES AND DOCUMENTATION, AND ANY RELATED SUPPORT OR PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS. LEXFUL AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. USE OF THE GENERATIVE AI FEATURES AND ANY OTHER AI-RELATED CAPABILITIES OF THE SERVICES IS FURTHER GOVERNED BY AND SUBJECT TO THE AI FAIR USE POLICY.

20.2. **AI OUTPUTS**. Partner acknowledges that outputs generated by the Generative AI Features may be inaccurate, incomplete, or inappropriate for a particular use case. Partner is solely responsible for reviewing, validating, and determining the suitability of any AI-generated outputs before relying on or using them (including ensuring that such use complies with the AI Fair Use Policy and any applicable laws), and Lexful will have no liability arising from or relating to Partner's or any third party's use of such outputs.

20.3. **THIRD-PARTY SYSTEMS**. LEXFUL IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY PROVIDERS, FOR THIRD-PARTY SERVICES, OR FOR FAILURES OF THE INTERNET OR OTHER COMMUNICATIONS NETWORKS. PARTNER'S SOLE REMEDIES FOR ISSUES ARISING FROM THIRD-PARTY SERVICES ARE AGAINST THE APPLICABLE THIRD PARTY.

21. Limitation of Liability

21.1. **Exclusion of Certain Damages**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA (SUBJECT TO LEXFUL'S OBLIGATIONS UNDER SECTION 18.5), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21.2. **Cap on Direct Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY PARTNER TO LEXFUL FOR THE SERVICES UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR FOR THE EQUIVALENT ANNUAL PROPORTIONAL AMOUNT FOR THE PERIOD DURING WHICH PARTNER HAS PAID FEES TO LEXFUL, IF LESS THAN TWELVE (12) MONTHS.

21.3. **Exceptions**. The limitations in this Section 21 apply to all causes of action in the aggregate, including breach of contract, tort and strict liability except for (i) Partner's payment obligations; (ii) either party's indemnification obligations under Section 22; or (iii) either party's liability for its willful misconduct or fraud.

22. Indemnification

22.1. **By Partner**. Partner will defend, indemnify, and hold harmless Lexful and its affiliates, and their respective officers, directors, employees, and agents (the "**Lexful Indemnified Parties**"), from and against any third-party claims, demands, suits, or proceedings ("**Claims**") and any associated damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Client Data (including any allegation that Client Data infringes, misappropriates, or otherwise violates any third-party rights); (ii) Partner's or its users' use of the Services in violation of these Terms or applicable law; or (iii) Partner's use of Third-Party Services in connection with the Services.

22.2. **By Lexful**. Lexful will defend, indemnify, and hold harmless Partner from and against any third-party Claim and associated damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that Partner's authorized use of the Services (excluding Client Data, Third-Party Services, or combinations with items not supplied by Lexful) infringes or misappropriates any patent,

copyright, or trade secret of a third party (an "**IP Claim**").

22.3. **Exclusions and Remedies**. Lexful's obligations under Section 22.2 do not apply to IP Claims arising from (i) use of the Services in combination with products or services not provided by Lexful; (ii) modification of the Services by anyone other than Lexful; or (iii) use of the Services in violation of these Terms. If the Services are or are likely to become subject to an IP Claim, Lexful may, at its option and expense and as Partner's exclusive remedy in respect to such IP Claim, (1) modify the Services to make them non-infringing, (2) replace the Services with a non-infringing substantially equivalent service, or (3) terminate the affected Order Form and refund to Partner any prepaid, unused Fees for the terminated portion of the term.

22.4. **Procedures**. The indemnified party must (i) promptly notify the indemnifying party of any Claim or IP Claim, as applicable, (provided that failure to provide prompt notice will relieve the indemnifying party of its obligations only to the extent it is materially prejudiced by such failure); (ii) permit the indemnifying party to control the defense and settlement of the Claim or IP Claim, as applicable; and (iii) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any Claim or IP Claim, as applicable, that imposes any admission of fault or non-monetary obligation on the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed).

23. Insurance

Partner shall maintain commercial general liability, professional liability (E&O) and cyber/privacy insurance with commercially reasonable limits (not less than $1,000,000 per occurrence) and shall provide certificates or other reasonably satisfactory evidence upon Lexful's request.

24. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations (excluding payment obligations) under these Terms to the extent caused by an event or circumstance beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor disputes, Internet or telecommunications failures, power outages, or governmental acts ("**Force Majeure Event**"). The affected party will use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably practicable.

25. Assignment

Neither party may assign or transfer a Subscription or these Terms, by operation of law or otherwise, without the other party's prior written consent, except that either party may assign these Terms in their entirety (including all Order Forms) without such consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agree in writing pursuant to these Terms to assume the obligations of the assignor hereunder. Any attempted assignment in

violation of this Section is void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

26. Notices

All notices under these Terms must be in writing. Lexful may provide notices to Partner via email to the contact email address specified in the applicable Order Form or via in-app notification. Partner will send legal notices (including notices of non-renewal, breach, or termination) to Lexful at the address or email specified in the applicable Order Form, with a copy to legal@lexful.ai (or such other address as Lexful may designate in writing). Notices are deemed given on the date of delivery (or first business day thereafter if delivered outside normal business hours).

27. Governing Law; Dispute Resolution

27.1. **Governing Law**. These Terms, the Terms of Service, the Privacy Policy, the Data Processing Agreement and the Additional Terms, and any disputes arising out of or relating to any of them, will be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws.

27.2. **Arbitration**.

27.2.1. Any dispute, controversy or claim arising out of or relating to these Terms, the Terms of Service, the Privacy Policy, the Data Processing Agreement and the Additional Terms, or the breach, termination or validity thereof, shall be finally resolved by binding arbitration administered by JAMS (or the American Arbitration Association if the Parties mutually agree) under its Commercial Arbitration Rules then in effect. The seat and exclusive venue of arbitration shall be Wilmington, Delaware. The arbitration shall be conducted by a single neutral arbitrator with substantial experience in commercial contract disputes, selected in accordance with those Rules. The arbitrator shall apply Delaware law (excluding its choice-of-law rules) to the merits of the dispute and shall have no authority to award punitive damages except to the extent permitted by applicable law. The arbitrator shall issue a written reasoned award and the award may be entered as a judgment in any court of competent jurisdiction.

27.2.2. The Parties expressly waive trial by jury and any right to participate in a class, collective, or representative action or arbitration; the arbitrator shall have no authority to consolidate claims or to preside over any form of class or representative proceeding. Emergency or interim relief, including injunctive relief, may be sought from any court of competent jurisdiction in Delaware prior to, during, or after the commencement of arbitration, and seeking such relief shall not constitute a waiver of the right to arbitrate.

27.2.3. The arbitration shall be conducted in English. The Parties shall be entitled to reasonable discovery as determined by the arbitrator, consistent with the efficient resolution of the dispute; the arbitrator may allocate costs and attorneys' fees in accordance with the Rules and applicable law. This arbitration clause shall survive termination or expiration of this Agreement.

28. Termination; Suspension; Survival

28.1. **Termination for Cause**. Either party may terminate these Terms, any Subscription or affected Order Form, or any applicable Additional Terms upon written notice if the other party materially breaches these Terms, such Subscription or Order Form or any applicable Additional Terms and fails to cure the breach within thirty (30) days after receiving written notice describing the breach (ten (10) days in the case of non-payment).

28.2. **Suspension**. In addition to any other rights, Lexful may suspend Partner's access to the Services (in whole or in part) immediately upon notice if (i) Partner fails to pay any undisputed amounts when due, or (ii) Lexful reasonably believes that Partner's or its users' use of the Services poses a security risk, may cause harm to Lexful or any third party, or may violate applicable law. Lexful will use commercially reasonable efforts to limit the scope and duration of any suspension and to restore access promptly after the underlying issue is resolved.

28.3. **Effect of Termination**. Upon expiration or termination of these Terms or an Order Form, Partner's right to access and use the Services under the Subscription and affected Order Form will cease, except that, for thirty (30) days following termination (or such longer period as Lexful may agree in writing), Partner may request access to export available Client Data from the Services, subject to any technical limitations. Thereafter, Lexful may delete or anonymize Client Data in accordance with its standard retention and deletion practices and applicable law; provided that, with respect to any Client Data that constitutes personal data (or similar term under applicable data protection law), Lexful will handle export, return, and deletion of such personal data in accordance with the Data Processing Agreement, which will prevail over these Terms to the extent of any conflict as described in Section 18.2.

28.4. **Survival.** The following provisions will survive expiration or termination of these Terms and any Order Form: Sections 2, 3.1 to 3.5 inclusive, 4.1, 6.5, 6.6, 6.7, 6.8, 6.9, 11.3, 12.1, 12.2, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 14.10, 14.11, 15, 16, 17.3, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28.3, 28.4, 29 and any other provisions which by their nature are intended to survive.

29. Miscellaneous

29.1. **Entire Agreement**. These Terms, together with all Order Forms, the Terms of Service, the Privacy Policy, the DPA, the AI Fair Use Policy and any other document expressly incorporated by reference, and any applicable Additional Terms, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning such subject matter.

29.2. **Supersession; Versions.** These Terms amend, restate and supersede in their entirety the Master Reseller Agreement – Subscription Terms dated February 2, 2026, as of the effective date stated at the head of these Terms. With respect to any Subscription in effect on that date, these Terms apply upon Partner’s acceptance of these Terms (including by click-through acceptance in accordance with Section 29.7), and the Initial Term, Tier and Fees applicable to such Subscription are as set out in the applicable Order Form. No rights or obligations accrued prior to that date are affected. Lexful will retain prior versions of these Terms and will, on request, make available to Partner the version of these Terms accepted by Partner and the date of such acceptance.

29.3. **Amendments**. Except as expressly permitted in these Terms, the Terms of Service or any Additional Terms, no amendment or modification of these Terms or any Order Form

will be effective unless it is in writing and signed (including via electronic signature) by both parties.

29.4. **Waiver**. No failure or delay by either party in exercising any right under these Terms or the Terms of Service will constitute a waiver of that right. Any waiver must be in writing and signed by the waiving party.

29.5. **Severability**. If any provision of these Terms or the Terms of Service is held to be invalid, illegal, or unenforceable by an arbitrator or by a court of competent jurisdiction, the remaining provisions will remain in full force and effect to the maximum extent permitted by law. The parties agree to negotiate in good faith to replace the invalid provision with a valid provision that most closely achieves the parties' original intent and economic effect.

29.6. **Independent Contractors**. The parties are independent contractors. These Terms and the Terms of Service do not create any partnership, joint venture, employment, franchise, or agency relationship between the parties. Neither party has authority to bind the other or to incur any obligation on behalf of the other party. Each party shall be solely responsible for all taxes, withholdings, and other statutory obligations with respect to its own employees and contractors.

29.7. **Counterparts; Electronic Signatures**. These Terms and any Order Form may be executed in counterparts (including by facsimile or electronic transmission in PDF format), each of which will be deemed an original, and all of which together will constitute one and the same instrument. The parties agree that electronic signatures and electronically signed documents (including via PDF, DocuSign, Adobe Sign, or other electronic signature service complying with the Delaware Uniform Electronic Transactions Act (6 Del. C. 12A-101 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.)) have the same legal effect and enforceability as manually executed signatures and physically signed documents. Click-through acceptance by Partner shall constitute binding acceptance of these Terms.

EXHIBIT A — FEES, SUBSCRIPTIONS, TIERS, MINIMUMS, ORDERS AND REPORTING

1. Subscription Structure
   - 1.1. Term: thirteen (13) months, comprising the SATGAT Period (Month 1, free of charge) followed by a twelve (12) month Commitment Term, in accordance with Section 14.
   - 1.2. Included for all Managed Clients: core Services access for Partner Internal Use, and storage, Migration Tools and read-only access for Unlicensed Clients (a “Basic License”), as an entitlement of an active Subscription and as described in Section 6.
   - 1.3. Billing Frequency: monthly in advance, on Billing Months determined by reference to the Subscription Start Date and not aligned to calendar months, in accordance with Section 14.5.
   - 1.4. Tiers: Partner’s Tier, and the Minimum Monthly Commitment, Per-License Fee and minimum number of Licensed Clients applicable to Partner, are as set out in the applicable Order Form. Tiers, Tier upgrades, and the prohibition on mid-term Tier reduction are governed by Section 9.
   - 1.5. Renewal: automatically renews for successive twelve (12) month Renewal Terms at List Price for Partner’s then-current Tier, unless either party provides written notice at least thirty (30) days prior to renewal, in accordance with Section 14.8. The SATGAT Period does not recur on renewal.
2. Per-Licensed-Client Subscriptions and Overage
   - 2.1. Per-Licensed-Client Subscription Fee: As set out in the Order Form and prorated for partial months, if applicable.
   - 2.2. Overage Billing: If Partner’s actual number of Licensed Clients in any Billing Month exceeds any applicable Minimum, such additional Licensed Clients will be invoiced monthly based on measured usage for that Billing Month.
3. Discounts;
   - 3.1. Partner Discount: As set out in the Order Form if any or as otherwise agreed to in writing by Lexful pursuant to these Terms.
   - 3.2. Promotional Discounts: as set out in the Order Form. Discounts do not stack, and a negotiated discount replaces Tier pricing in its entirety, in accordance with Section 14.9. Any discount applies only for the period stated in the Order Form.
4. Payment Terms:
   - 4.1. Fees for per-Licensed-Client Subscriptions are charged monthly in advance to Partner’s authorized payment method, in accordance with Section 14.
   - 4.2. Accepted payment methods: credit card or other electronic payment method, or such alternative payment method as may be expressly agreed in the Order Form and consistent with Section 14.5.
   - 4.3. Taxes: Partner is responsible for any taxes applicable to amounts paid, excluding Lexful’s income taxes.
5. Reporting
   - 5.1. Monthly Report: If asked by Lexful, partner shall provide or confirm, within five (5) business days after the end of each month, a report of (i) each Managed Client identifier and its designation as a Licensed Client or Unlicensed Client, (ii) the number of Licensed Clients for which Subscriptions were active in the Billing Month, and (iii) usage metrics and billing summary, in CSV format to the designated Lexful contact.
   - 5.2. Quarterly Business Review: Parties will meet quarterly to review performance, pipeline, and any operational issues.
6. Order Process
   - 6.1. Partner submits Order Forms to Lexful in the form of electronic orders through HubSpot or such other customer relationship management software specified by Lexful referencing this Agreement and specifying the applicable Subscription configuration, including number of Licensed Clients (or tiers or bundles thereof), any applicable Minimum, start date, Managed Client or Licensed Client identifier(s) as reasonably requested, and billing contact.
   - 6.2. Lexful will accept or acknowledge Order Forms within five (5) business days (or via automated acceptance in an online ordering or portal-based provisioning flow).

The above terms are incorporated and included in all Order Forms by reference.