

RecordPoint Terms of Service

Contents

Terms of Service – RecordPoint Platform	4
1. Subscription to our services	4
2. Provision of the services	4
3. Fees	5
4. Conditions and restrictions	6
5. Modifications and customizations	7
6. Security	7
7. Compulsory updates and new releases	7
8. Intellectual property, data and other rights	8
9. Warranty and implied terms	9
10. Term and termination	10
11. Liability of licensor	10
12. Confidentiality	11
13. Force majeure	11
14. Disputes	12
15. General	12
16. Definitions	14
17. Interpretation	16
Terms of Service – RexCommand	18
1. Introduction / Acceptance of Terms	18
2. Definitions	18
3. Grant of Rights / License to Use the Service	18
4. Account Creation & Customer Obligations	18
5. Use Restrictions & Export Controls	19
6. Subscription Plans, Fees & Payment Terms	19
7. Beta Features	19
8. Service Levels & Support (SLA)	19
A. <i>Free/Lite Service</i>	20
B. <i>Teams Plan</i>	20
C. <i>General Terms Applicable to All Service Levels</i>	20
9. Customer Data Ownership & License Back	21
10. Data Protection & Security	21
11. Intellectual Property	21
12. AI Output Disclaimer	22
13. Confidentiality	22
14. Termination	22

15. Changes to Terms	22
16. Disclaimers	22
17. Limitation of Liability	23
18. Governing Law	23
19. Privacy Policy	23
20. Contact	23

Terms of Service – RecordPoint Platform

1. Subscription to our services

1.1. These Terms of Service (“Terms”) along with the associated signed Purchase Agreement govern the provision and receipt of any services you may order from us, such as subscribing to the RecordPoint platform (“the Service”). By accessing and using the Service, you indicate your acceptance of and agreement to these Terms, the relevant Purchase Agreements executed by the parties, the [RecordPoint Service Description](#) and any ancillary documents incorporated by reference into any of those documents which comprise the Whole Agreement (“Agreement”).

1.2. The Service is a cloud-based record management ‘plug-in’ for third party software, including the Microsoft 365 subscription service. A full description of the service is available in the RecordPoint Platform Service Description.

1.3. The Service Responsibilities section of the RecordPoint Platform Service Description sets out our mutual responsibilities and obligations in respect of the Service. For example, it is solely your responsibility to procure, manage and maintain appropriate subscriptions to the relevant third-party business subscription services and to manage both your physical equipment and your ability to connect to both the Service and the relevant third-party software. In particular, you take responsibility for the fact that such third-party services may be licensed on particular terms or subject to particular restrictions that differ from those set out in this Agreement, such as licensing to you on a ‘per named user’ basis and/or in respect of a limited number of identified devices.

2. Provision of the services

2.1. The Service is more fully described in the RecordPoint Platform Service Description. The parties may agree amendments and clarifications in respect of a particular in the Purchase Agreement for those Services. The RecordPoint Platform Service Description also sets out particular exclusions from the scope of the Service we provide. All other services or products are excluded unless included in a Purchase Agreement or the RecordPoint Platform Service Description, for example, Data Migration services.

2.2. We will use commercially reasonable efforts to make the Service available to you on a continuous basis (i.e. 24 hours a day, 7 days a week, 365 days a year) in accordance with the RecordPoint Platform Service Description and any service level agreement between us.

2.3. However, we will not be liable to you or any third party for any losses arising out of:

- planned downtime or maintenance, which we will endeavor to undertake outside of normal working hours, during the weekend or otherwise outside of peak usage;
- connectivity issues outside of our control, including issues with the public Internet or third-party software, hardware or infrastructure; or

- other circumstances or events beyond our reasonable control, for example, an outage at from an upstream provider or the occurrence of a Force Majeure event.

2.4. Where an interruption or degradation of our provision of the Service is due to matters within our control and responsibility, we will use commercially reasonable efforts to fix or restore our provision of the Service within a reasonable period of becoming aware of the interruption or degradation and subject to the obligations outlined in the RecordPoint Platform Service Description.

3. Fees

3.1. Subject to the relevant Purchase Agreement, the Subscription Fees payable by you are ordinarily calculated on the basis set out in the RecordPoint Platform Service Description, namely by reference to the agreed Reserved Capacity.

3.2. The Subscription Fees are payable in advance at an agreed frequency throughout the entire contracted Subscription Period based on the agreed Reserved Capacity.

3.3. Where the actual usage in any particular month of the Subscription Period exceeds the prepaid Reserved Capacity, we will issue a Purchase Agreement and an invoice for a 'true-up' of the Subscription Fees for that month. Where you believe that the increase in actual usage is likely to be maintained, you can request that the Subscription Fees (and attendant Reserved Capacity entitlement) are permanently increased for the balance of the Subscription Period. We will then issue a Purchase Agreement and invoice for the pro-rated increase in the Subscription Fees.

3.4. Other than where expressly stated in the Purchase Agreement, the provision of the Service will automatically renew on expiry of the Subscription Period for a further period of one year, unless you notify us otherwise in writing no later than 45 days before the date of renewal.

3.5. We will not increase the Subscription Fees (or the basis for calculating them) during the prepaid Subscription Period, except where clause 3.3 applies or where you purchase Other Services from us. On each anniversary of the commencement of the Subscription Period, the Subscription Fees for the subsequent Renewal Period may increase by the then-current Consumer Price Index (CPI) or as defined in your agreement or otherwise agreed to with RecordPoint.

3.6. The Subscription Services include support and maintenance services as set out in the RecordPoint Platform Service Description, without additional charge. Where you have requested Other Services (for example, set-up services or customization and configuration), the Purchase Agreement will set out the Services Fees payable for those Other Services. Such Fees are payable at the time of the payment of the initial Subscription Fees, unless otherwise specified in the Purchase Agreement.

3.7. All Fees charged under a Purchase Agreement are payable within 30 days of the date on which the relevant invoice is issued by us. You must pay us interest on any amounts not paid within this period at the rate of interest specified in the relevant Purchase Agreement.

4. Conditions and restrictions

4.1. The Service may only be accessed and used by you and your duly authorized users (being your employees and on-site contractors) for your own internal business purposes. Neither you nor your authorized users may access or use the Service for any external commercial purpose (for example, offering bureau or outsourcing services), nor may you sell, resell, sublicense, redistribute or rent access to the Service.

4.2. You will not be restricted from exceeding the Reserved Capacity defined in the relevant Purchase Agreement, however there will be an increase in the Subscription Fees under clause 3.3 where the actual usage exceeds the prepaid Reserved Capacity during a particular month.

4.3. Unless set out in a Purchase Agreement, you will not be restricted on the number of authorized users accessing or utilizing the Service.

4.4. You may only access and use the Software in accordance with the Service Description and any normal operating procedures or as otherwise notified to you by us.

4.5. The Service should only be accessed subject to the prerequisites noted in the RecordPoint Platform Service Description and as specified by us as meeting the relevant operational requirements from time to time. If you nevertheless choose to access and use the Service without adhering to the required prerequisites, you may experience reduced or no functionality and you will be accessing the Service at your sole risk.

4.6. In addition to any other remedies available to us under the Agreement or otherwise, you acknowledge and agree that any unauthorized use, alteration, modification, reproduction, publication, disclosure or transfer of the Service will cause us loss and damage for which monetary damages will not be an adequate remedy.

4.7. You acknowledge that there is no transfer of title or ownership to you of the Service or any modifications, updates or new releases of the Service.

4.8. If you wish to transfer the benefit and use of the Service to a subsidiary company in which you hold greater than 65% of the beneficial interest in equity capital, then you may seek the prior written consent of us to undertake the transfer which will not be unreasonably withheld if reasonable conditions imposed by us are complied with by you and the proposed transferee.

5. Modifications and customizations

5.1. You may request a degree of customization and configuration of the Service, by way of the provision of Other Services. We will own any Intellectual Property Rights arising out of the provision of such Other Services, on and from creation.

5.2. You must not attempt to copy, reproduce, modify, alter or otherwise customize your access to and use of the Service without our prior written permission.

5.3. You must not attempt to reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Service, for example by trying to bypass any security measures.

6. Security

6.1. You must not introduce (or seek to introduce) any Virus into the Service, our Website or associated systems. You must indemnify us against any losses, costs, expenses, demands or liability, whether direct or indirect, arising out of your breach of this clause.

6.2. You must implement and maintain appropriate anti-virus and anti-malware protection on your equipment, devices and across any services that you choose to connect with or manage with the Service, in accordance with good industry practice.

6.3. We provide an anti-virus and anti-malware solution as part of the Service which will be maintained in line with good industry practice.

6.4. You are solely responsible for the security of your access to and use of the Service, as well as the due supervision of your authorized users (regardless of where they are located).

6.5. You must ensure that the Service is protected at all times from misuse or unauthorized use or access, including by your authorized users.

7. Compulsory updates and new releases

7.1. These Terms, the RecordPoint Platform Service Description and any Purchase Agreements, set out our obligations to support or maintain the Service. We are under no obligation beyond what is described to provide any additional enhancements, modifications or otherwise.

7.2. The Service is Evergreen and as such we may provide updates to or new releases of the Software at any time during the Term, at our discretion and without notice.

7.3. Where an update or new release is provided:

- we will make the update or new release available at a time of our choosing;
- such update or new release will be made available automatically and at no additional charge to you beyond the Fees; and

- the Agreement will continue to apply in all respects to the update or new release which shall be deemed to be the Service for the purpose of the Agreement. If you do not agree to this, you must terminate the Agreement in accordance with clause 10 below.

8. Intellectual property, data and other rights

8.1. Any rights not expressly granted to you under the Agreement are reserved to us and our third-party licensors in respect of all right, title and interest.

8.2. You expressly grant to us a worldwide license to host, copy, transmit and display any data or documentation you create or upload using the Service. Such license to us is strictly for the purposes of providing the Service to you.

8.3 Ownership of Your Data. You maintain ownership of your data that you upload to the Service for which you grant us a license under clause 8.2.

8.4. Use of Information. We may use the information gathered as part of operating the Service in order to improve our software and services. Such information may include user data and error reports. We may also share this information with others, such as Microsoft and/ or other supported vendors within the Service for the purposes of maintaining or supporting the Service. We may also use cookies or other tracking technologies to understand your usage of the service and to improve your experience. This data which may include your username and telemetry relating to your usage of the site may be processed by a third party. This tracking data is limited to your interaction with site features and does not include any data which you store on RecordPoint. No data which you store on the service ever leaves our production environments.

8.5. You acknowledge and agree that you are solely responsible for the content of all data you upload to the Service and/or any third-party software.

8.6. You shall indemnify us against any losses, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party in connection with:

- your access to or use of the Service in a manner not expressly contemplated by this Agreement;
- the data you upload to the Service or any third-party software.

8.7. You must not use any of our Intellectual Property Rights in any manner not expressly authorized by us. For example, if you would like to receive access to our APIs and related code, you must first enter into a separate agreement with us.

8.8. We undertake to use all reasonable endeavors to protect your data and will not use or share that data with a third party unless compelled to do so by law enforcement or other government agency as a result of a court order or warrant.

8.9. We indemnify you against any direct loss, costs, expenses, demands or liability, relating to an infringement or alleged infringement of a third party's Intellectual Property Rights, or claim of trade secret appropriation, in connection with the use by you of the Service.

8.10. We have the right to defend or, at our option, settle any such claim, and we agree at our own expense to defend, or at our option, to settle any such claim brought against you.

8.11. This obligation to indemnify does not extend to any claims of infringement resulting from:

- your use of the Service or any part thereof in combination with any equipment, software, or data not approved for use by us, or use in any manner for which the Service was not designed;
- any claim arising from any instruction, information, design, or materials furnished by you to us; or
- you continuing the allegedly infringing activity after being notified thereof and after being informed and provided by us with modifications that would have avoided the alleged infringement.

9. Warranty and implied terms

9.1. Subject to the provisions of this clause 9 and to the fullest extent permitted by law, we give no warranties and makes no representations (express or implied) in relation to the Service, the RecordPoint Platform Service Description or any of the Other Services provided under this Agreement including, without limitation, fitness for purpose, merchantable quality or non-infringement of third party rights.

9.2. Subject to clause 9.3, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded to the maximum extent permitted by law.

9.3. Where Local Laws imply in this Agreement any condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying the application of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, to the maximum extent permitted by law, our liability for any breach of such condition or warranty shall be limited to one or more of the following:

- the replacement of the goods or the supply of equivalent goods;
- the repair of such goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods;
- the payment of the cost of having the goods repaired;
- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

10. Term and termination

10.1. This Agreement commences on the execution of an initial Purchase Agreement as part of this Agreement and continues until terminated in writing by either party ("Term"). Without limitation, either party may terminate this Agreement by written notice to the other party where there are no subsisting subscriptions (for example, where all subscriptions to the Service have reached the end of their respective Subscription Periods).

10.2. Either party may terminate this Agreement (but without prejudice to any other remedies that party may have) where the other party:

- is in material breach of this Agreement and, where such breach is capable of remedy, fails to remedy that breach within 30 days (or, in the case of a breach by us, within 60 days) of a written notice requiring it to do so;
- suffers an insolvency event; or
- either party ceases or threatens to cease conducting its business in a normal manner.

10.3. In addition to any right of termination we may have under this Agreement, we may also suspend your access to and use of the Service and/or our provision of the Other Services (without liability to you) at any time and without notice where you are in breach of this Agreement.

10.4. Where we validly terminate this Agreement for your breach or you terminate this Agreement prior to the expiry of all Subscription Periods, we may retain any prepaid Fees but will otherwise be regarded as discharged from our obligations. Such termination is without prejudice to any Fees you may owe us at the time of termination.

10.5. Where you validly terminate this Agreement for our breach, we will provide you with a refund of any prepaid Subscription Fees, on a pro rata basis.

10.6. On request by you within 60 days of the termination or expiry of this Agreement (and provided your Fees are not in arrears), we will use reasonable endeavors to make available to you any data and documents you have uploaded to the Service, and subsequently destroy that data, in connection with your access to and use of the Service within such reasonable period as we may agree at that time. We may charge you a reasonable decommissioning fee for doing so, in accordance with our off-boarding policies.

11. Liability of licensor

11.1. With the exception of liability incurred under the terms of clause 8.9, we will have no liability to you in respect of any loss or damage (including for loss of profits, wasted expenditure, anticipated savings, loss of goodwill, loss of data or for any indirect, consequential or special loss or damage whether or not the loss or damage was foreseeable or contemplated by we or if we were advised of the possibility of such loss or damage) which you may suffer or incur or which may arise directly or indirectly in respect of the Service (including your access to and use of the same), or goods or services (including

the Other Services) supplied pursuant to this Agreement or in respect of a failure or omission on our part to comply with our obligations under this Agreement.

11.2. In respect of any liability that is not excluded by clause 11.1, our liability for any loss or damage which you may suffer or incur or which may arise directly or indirectly in respect of the Services or this Agreement is capped in respect of all claims to the amount of the Subscription Fees paid by you at the time that claim arises.

11.3. Subject to clause 11.4, you warrant that you have not relied on any representations made by us (including by way of catalogues, brochures and other promotional materials) which have not been stated expressly in this Agreement.

11.4. You acknowledge that to the extent we have made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

12. Confidentiality

12.1. A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.

12.2. A party will not be in breach of clause 12.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

12.3. Each party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

12.4. Notwithstanding any other provision of this clause, we may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to our related companies, solicitors, auditors, insurers and accountants.

13. Force majeure

13.1. Neither party will be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to the occurrence of a Force Majeure event.

13.2. If a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure event, the performance of that party's obligations will be suspended.

13.3. If a delay or failure by a party to perform its obligations due to Force Majeure event exceeds sixty (60) days, either party may immediately terminate this Agreement on providing notice in writing to the other party.

13.4. If this Agreement is terminated pursuant to clause 13.3, We will refund any amounts previously paid by you pursuant to this Agreement for goods or services not actually provided to you (on a pro rata basis if necessary).

14. Disputes

14.1. Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties or their representatives may be submitted to arbitration in accordance with the defined rules of the body designated in the table below. During such arbitration, both parties may be legally represented.

If you are based in:	Arbitration Body
A country in Europe, the Middle East or Africa	The Chartered Institute of Arbitrators, London
The Americas including the United States, Canada or any country in Central or South America or the Caribbean	Washington Arbitration and Mediation Services
Anywhere else in the world	Resolution Institute Australia

14.2. Prior to referring a matter to arbitration pursuant to clause 14.1, the parties must:

- formally refer the dispute to their respective contract managers for consideration;
- if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the parties) from the date of referral, refer the dispute to the respective chief executive officers (or their nominee) of each party; and
- in good faith explore the prospect of mediation.

14.3. Nothing in this clause shall prevent a party from seeking urgent equitable relief before an appropriate court.

15. General

15.1. Governing Law, Jurisdiction and Licensor identity. The identity of the Licensor will depend on where you are based. This Agreement will be governed by and construed according to the laws of the relevant jurisdiction designated below.

If you are based in:	Identity of Licensor:	Address for notices:	Exclusive governing law:	Courts exercising exclusive jurisdiction:
A country in Europe, the Middle East or Africa	RecordPoint Software EMEA Limited (UK Co Number 08741359)	c/o Goringe Accountants, Waterside, 1650 Arlington Business Park, Theale, Reading, RG7 4SA, United Kingdom	The law of England and Wales	The courts of England and Wales
The Americas including the United States, Canada or any country in Central or South America or the Caribbean	RecordPoint Software USA LLC (FEIN 05445608)	3535 Factoria Blvd SE, Suite #110, Bellevue, WA 98006, United States of America	The State of Washington	The courts of Washington

Anywhere else in the world	RecordPoint Software APAC Pty Ltd (ACN 104 895 883)	Suite 1, Level 4, 151 Castlereagh Street, Sydney NSW 2000, Australia	The law of New South Wales	The courts of New South Wales
----------------------------	---	--	----------------------------	-------------------------------

15.2. Notices. Notices under this Agreement may be delivered by hand, by mail or by email to the addresses specified in clause 15.1 (or as is amended in the Purchase Agreement). Notice will be deemed given:

- in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
- in the case of posting, three days after dispatch;
- in the case of email, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

15.3. Variation. The provisions of this Agreement shall not be varied, except by agreement in writing signed by the parties.

15.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, unenforceable or void (including in respect of any unfair contract terms legislation), that provision will be deemed to be null and void and the remaining provisions of this Agreement will be severed and otherwise continue in full force and effect.

15.5. Taxes. The Fees are exclusive of all taxes, levies, duties or other value-added or withholding taxes imposed or levied in connection with this Agreement, other than where expressly stated in the Purchase Agreement. You are responsible for all such taxes, duties and charges in addition to the Fees.

15.6. Multi supplier environment and connectivity. You acknowledge that the Service is a cloud-based in-place data management service for third party software and that your access to and use of the Service will therefore be subject to the inherent limitations of both a cloud service offering and a multi supplier environment. In particular, you should note that the Service is built and operates on a third-party platform (such as Microsoft Azure) and as such is subject to the technical and operational performance and characteristics of that platform. Similarly, as the Service is an in-place data management solution, it is therefore dependent on the functionality of the relevant third-party product (such as Microsoft Office 365). In addition, your access to and use of the Service is dependent on having an appropriate connection to the Service, via the Internet or other network connection. We will have no liability to you or any third party for any loss or damage suffered due to or in connection with these third-party components (for example, if you fail to renew or comply with your Microsoft Office 365 subscription) as they are beyond our reasonable control.

15.7. Entire Agreement. Subject to clause 1.1, these Terms, any executed Purchase Agreements and the RecordPoint Platform Service Description are the entire agreement

between us regarding your access to and use of the Service and receipt of any Other Services. They supersede and displace all prior representations, arrangements, agreements, discussions, statements and understandings (written or oral) in respect of its subject matter.

15.8. Assignment. This Agreement is personal to you and may not be assigned or novated without our prior written consent (not to be unreasonably withheld or delayed). We may assign or novate this Agreement by written notice to you and you will, on request, promptly and without charge execute any document we reasonably provide to you to effect this.

15.9. Waiver. No failure, delay, forbearance or indulgence by either party in exercising any right under this Agreement will constitute (or be deemed to constitute) a waiver of that right. No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

15.10. Counterparts. Where the parties formally execute this Agreement and/or any Purchase Agreement, they may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. However, your access to and use of the Service and/or receipt of Other Services shall indicate your continuing agreement to and acceptance of the terms of this Agreement and the relevant Purchase Agreement(s), regardless of whether and when they are formally executed by the parties.

15.11. Survival. Subject to any provision to the contrary, this Agreement shall endure to the benefit of and be binding upon the parties and their successors, trustees, permitted assignees or receivers but shall not endure to the benefit of any other persons. The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

16. Definitions

16.1. In this Agreement, unless the contrary intention appears:

Agreement means these Terms as well as any associated Purchase Agreement and the RecordPoint Platform Service Description.

Confidential Information means the confidential information of a party which relates to the subject matter of this Agreement and includes information relating to:

- the technology and design of the Service;
- the personnel, policies or business strategies of the Licensor; or
- the terms upon which the Software has been made available for access and use;

Evergreen means the method by which updates and improvements to the Service are automatically and continuously deployed with no intervention required by you;

Fees means the Subscription Fees and any Service Fees;

Force Majeure means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include but are not limited to:

- acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- in the case of the Licensor, network, infrastructure or device failure (including any failures in respect of a third party platform such as Microsoft Azure, or data center connectivity issues); and
- acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and strikes;

Intellectual Property Rights means copyright, trademark, design, patent, semiconductor or circuit layout rights;

Licensor, we or us means the party identified as such in clause 15.1;

Local Laws means the governing laws and any applicable legislation or statutory requirements that apply to this Agreement as defined in 15.1;

Other Services means any additional services (such as consultancy services) that are not Subscription Services, as set out in a Purchase Agreement;

Prerequisites means the required third-party software, hardware or other services that may be required to operate the Software, as defined in the RecordPoint Platform Service Description;

Purchase Agreement means a purchase order form or purchase order either provided by you or by us for the provision of Software and Services to you by us;

Service or Services means Subscription Services and/or any Other Services, as set out in the relevant Purchase Agreement(s);

RecordPoint Platform Service Description means the document of that name, available through our Website and on request, as amended from time to time during the Term;

Reserved Capacity means the maximum number of records under management by the Service that you have pre-paid to be managed as defined in the Purchase Agreement;

Service Fees means the amounts payable by you in connection with our provision of any Other Services, as set out in the Purchase Agreement for those Other Services;

Subscription Fees means the amounts payable by you in connection with our provision of Subscription Services, as set out in the Purchase Agreement for those Subscription Services;

Subscription Services means the provision of access to the Service together with ancillary support and maintenance, as set in the RecordPoint Platform Service Description and the relevant Purchase Agreement;

Subscription Period means the period of time during which we will provide Subscription Services to you, as stated in the Purchase Agreement for those Subscription Services;

Term has the meaning given in clause 10.1;

Virus means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, malware and Trojan horses;

Website means the website operated by the Licensor for the purposes of providing the Subscription Services;

You or **your**, means the organization or individual listed as the ‘customer’ in the relevant Purchase Agreement; and

Your Data means any information that you upload or place under the management of the Software. It does not include any telemetry, audit data or other information that is generated by the Software.

17. Interpretation

17.1. In this Agreement, unless the contrary intention appears:

- the clause headings are for ease of reference only and shall not be relevant to interpretation;
- a reference to a clause number is a reference to its subclauses;
- words in the singular number include the plural and vice versa;
- words importing a gender include any other gender;
- a reference to a person includes bodies corporate and unincorporated associations and partnerships;
- a reference to a clause is a reference to a clause or subclause of this Agreement;
- a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
- where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- any recitals to this Agreement do not form part of the Agreement;
- monetary references are references to currency as defined in the Purchase Agreement.

17.2. This Agreement shall be read in the following order of precedence:

- 1. Any executed Purchase Agreement (with the most recent taking precedence over any earlier Purchase Agreement, to the extent necessary and where a conflict is identified);
- 2. Clauses 1 to 17 of these Terms; and
- 3. The RecordPoint Platform Service Description.

17.3. Where any conflict occurs, the relevant clauses of this Agreement shall, where possible, be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed without otherwise diminishing the enforceability of the remaining provisions of this Agreement and any Purchase Agreements.

17.4. No provision of this Agreement will be interpreted as attempting to exclude or limit, or having the effect of excluding or limiting, the operation of relevant Copyright legislation as defined in the table below. Any provision which is inconsistent with any such subsection or section will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections.

If you are based in:	Identity of Licensor:	Copyright Law
A country in Europe, the Middle East or Africa	RecordPoint Software EMEA Limited (UK Co Number 08741359)	The UK Copyright, Designs and Patents Act 1988 and any relevant amendments.
The Americas including the United States, Canada or any country in Central or South America or the Caribbean	RecordPoint Software USA LLC (FEIN 05445608)	The United States Copyright Act of 1976 and any relevant amendments.
Anywhere else in the world	RecordPoint Software APAC Pty Ltd (ACN 104 895 883)	The Australian Copyright Act 1968 and relevant amendments.

Last Updated: November 21, 2025

Terms of Service – RexCommand

1. Introduction / Acceptance of Terms

By accessing or using RexCommand (the "Service"), you ("You") agree to these Terms of Service ("Terms"). If You are using RexCommand on behalf of a company, you represent that you have the authority to bind that company to these Terms. If You do not agree to these Terms, do not access or use the Service. These Terms may be updated from time to time by RecordPoint Software USA LLC (hereinafter, "RecordPoint" or "Us" or "We") in its sole discretion.

2. Definitions

Terms include:

Customer Data: Information submitted by or on behalf of You or a User into the RexCommand service.

Service: "RexCommand" including documentation and software components.

User: Any individual or entity accessing the Service.

Service Description: The description of the Service including definition of inclusions for the Free Tier and Teams Tier

Teams Tier: The paid, subscription-based version of RexCommand, which includes additional features and support.

Free Tier: The free version of RexCommand, with limited features, provided for personal or limited commercial use."

3. Grant of Rights / License to Use the Service

Subject to the Terms herein, You are granted a non-exclusive, non-sublicensable, non-transferable, revocable right to use the Service for your internal business purposes only. You are responsible for all activity occurring under your account and for ensuring all of your Users comply with these Terms.

4. Account Creation & Customer Obligations

You must register using accurate and complete information. You are responsible for all activity under your account and must maintain the confidentiality of your credentials. You agree to notify Us immediately in writing if you know or suspect your User credentials have been compromised. You agree to comply with applicable laws and regulations in your use of the Service.

5. Use Restrictions & Export Controls

You may not and you may not allow any User or third party to:

- Reverse-engineer, decompile, or modify the Service.
- Scrape, resell, or access the Service in a non-human manner (bots, scripts).
- Use the Service for illegal, abusive, or unauthorized activities.
- Use the Service for the purpose of developing or providing any product or service that competes with the Service or RecordPoint's business.
- Use the Service for purposes of monitoring availability, performance, or functionality, or for any other benchmarking or competitive purposes.
- Publish or disclose the results of any performance, functional, or other benchmark tests or evaluations relating to the Service without RecordPoint's prior written consent.

You are solely responsible for understanding and complying with applicable export control laws in connection with using the Service.

6. Subscription Plans, Fees & Payment Terms

Free Tier: No Fees to use the Service but is subject to usage limits of feature restrictions as described in the Service Description.

Teams Tier: Paid monthly in advance as a subscription plan. These Monthly Fee's automatically renew each month unless You cancel. The Teams subscription has the features as described in the Service Description.

Refund Policy: All subscription fees are strictly non-refundable. The Services shall remain available to Customer for the entirety of the subscription term for which payment has been received, whether monthly or annual. Customer may elect to cancel automatic renewal at any time; however, such cancellation shall only be effective at the conclusion of the then-current prepaid term. No refunds, credits, or prorated adjustments shall be issued for any unused portion of the subscription period.

7. Beta Features

Access may include access to beta features as described in the Service Description, which may be unstable or changed without notice. These features are offered as-is without any service guarantees, or any representations, warranties, express, implied, or statutory.

8. Service Levels & Support (SLA)

The Free Tier includes support via our online knowledge base and community forums. Paid plans may include additional support options as described in your agreement or the Service Description. Service Description

The Service is a cloud-based AI Trust and Risk Management Platform designed to help organizations identify, assess, and manage risks associated with artificial intelligence systems. It supports compliance, governance, and responsible AI practices throughout the AI lifecycle.

The features of the Service vary depending on whether you are using the Free Service or the Teams Plan. All services, whether Free or Teams, are provided on a best efforts basis, with no guaranteed uptime, no commitment to meet any service level, no warranties of any kind (including security), and no financial remedies for failure to meet stated targets.

A. Free/Lite Service

The Free Service offers a limited set of features for evaluation, non-production use, and smaller-scale risk and governance activities. Functionality may include, but is not limited to:

- **Basic Dashboard & AI Maturity:** High-level visibility into AI system maturity scoring.
- **AI Inventory Registration:** Recording AI systems, associated datasets, and applying basic sensitivity tags.
- **Standard Risk Management Tools:** Limited risk register entries and access to standard assessment templates.
- **Community Support:** Access to knowledge base and user discussion forums only.

B. Teams Plan

The Teams Plan may include enhanced features designed for broader enterprise governance needs, such as:

- **Advanced Dashboard & Analytics:** Detailed metrics, benchmarking, and trend analysis.
- **Full AI Inventory Management:** Unlimited entries, advanced classification, and metadata management.
- **Comprehensive Risk Management:** Customizable risk assessments, automated workflows, and tiered approval processes.
- **Policy & Compliance Management:** Tools to create, track, and maintain AI-related policies, plus audit readiness features.
- **Incident & Vulnerability Tracking:** Full incident logging, investigation workflows, and remediation tracking.
- **Training Modules:** Structured AI risk, governance, and compliance learning resources.
- **Priority Support:** Email and chat support with faster response times.

The Teams Plan is also provided on a best efforts basis, with no service-level commitments, warranties, or financial remedies.

C. General Terms Applicable to All Service Levels

- Features and functionality may be added, modified, or removed at any time without notice.
- Security measures are implemented on a best efforts basis, but no warranties are made regarding the security of the Service or protection against unauthorized access or breaches.
- The Service is a support tool only and does not guarantee regulatory compliance.
- Certain advanced features or integrations may require separate agreements or fees.
- Custom development, consulting, onboarding, or other professional services are excluded unless expressly agreed in writing.

9. Customer Data Ownership & License Back

By using the Service, you grant Us a non-exclusive, worldwide license to use, process, and store your Customer Data to maintain and improve the service.

10. Data Protection & Security

We employ standard technical and organizational safeguards to protect Customer Data. Our practices align with industry standards, but we do not warrant that Customer Data will be secure from all threats. You assume all risks associated with use of the Service including all risks associated with Customer Data and the security/privacy thereof.

11. Intellectual Property

All rights, title, and interest in and to the Service, including all associated intellectual property rights, are and will remain the exclusive property of RecordPoint and its licensors. You acknowledge that no rights are granted to you other than as expressly set forth in these Terms.

You agree not to:

- Copy, modify, or create derivative works based on the Service;
- Reverse engineer, decompile, or disassemble the Service;
- Remove, alter, or obscure any proprietary notices or labels.

Any feedback, comments, or suggestions (collectively, "Feedback") You may provide regarding the Service are entirely voluntary, and We will be free to use such Feedback without any obligation to You.

You agree to grant a perpetual irrevocable, license to RecordPoint to use any Feedback provided by You.

12. AI Output Disclaimer

The Service may include features that generate content, suggestions, or outputs using artificial intelligence or machine learning models ("AI Outputs"). You acknowledge and agree that:

- (a) AI Outputs are generated automatically and may be inaccurate, misleading, offensive, or incomplete. We make no representations or warranties regarding the accuracy, reliability, completeness, legality, or suitability of any AI Outputs;
- (b) AI Outputs are intended to assist Users and are not a substitute for professional judgment or independent verification, and You are solely responsible for reviewing and evaluating all AI Outputs before relying on or using them;
- (c) You use AI Outputs at your own risk, and We disclaim all liability arising from your use of or reliance on AI Outputs;
- (d) AI Outputs may inadvertently replicate or resemble existing third-party content, and We do not guarantee that AI Outputs will not infringe third-party intellectual property rights; and
- (e) You are solely responsible for any content generated, published, or distributed using AI Outputs including ensuring compliance with applicable laws and regulations.

13. Confidentiality

During your use of RexCommand, you may have access to information that is not public, such as beta features, product roadmaps, or non-public technical specifications ("Confidential Information").

You agree to keep this Confidential Information secret and not to share it with any third party. Your obligation to protect our Confidential Information will survive the termination of your use of the Service.

14. Termination

You may cancel your subscription at any time via your account settings. We reserve the right to suspend or terminate your access to the Service for violations of these Terms or for any other reason in RecordPoint's sole discretion. Upon termination, your data will be permanently deleted after 30 days, unless otherwise required by law.

15. Changes to Terms

We may revise these Terms by posting an updated version. Your continued use after changes become effective constitutes acceptance.

16. Disclaimers

The Service is provided "as-is" without any representations or warranties, whether express, implied, or statutory. We disclaim all representations and warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representations or warranties that the Service will be error-free or operate without interruption. You hereby release RecordPoint and our affiliates and subsidiaries and personnel from any and all claims, actions, losses, damages, and other causes of action related to or arising from your use of the Service and these Terms.

17. Limitation of Liability

To the maximum extent permitted by law, in no event shall We be liable to You or any third-party for any damages, including without limitation direct, indirect, incidental, special, consequential, or exemplary damages, arising out of or in connection with the Service or these Terms, even if advised of the possibility of such damages. RecordPoint's total cumulative liability for any claims related to the Service or these Terms shall not exceed the fees paid by You for the Service, which the parties acknowledge is zero.

18. Governing Law

These Terms are governed by the laws of the State of Delaware, United States of America. You hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of Texas, United States of America for any claims or disputes that arise hereunder or that relate to the Service.

19. Privacy Policy

Your privacy is important to us. Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated by reference into these Terms. Please review our Privacy Policy, which can be found at <https://www.recordpoint.com/trust/privacy-policy>.

20. Contact

For questions or support, please contact us at support.rexsupport@recordpoint.com

Last updated: August 9, 2025