VERICORD
VERIFIED COMPLIANCE

1250 Wood Branch Park Dr., Suite 490
Houston, TX 77079
281.944.7420

TERMS AND CONDITIONS
VERICORD IQ3 AND VERICORD MTR VALIDATION

International Welding Bureau, LLC d/b/a Vericord
Effective Date: 10/16/26

IMPORTANT: THE SERVICES INCLUDE FEATURES THAT USE COMMERCIAL ARTIFICIAL INTELLIGENCE. THE SERVICES ARE TOOLS THAT SUPPORT YOUR INSPECTION, DOCUMENTATION, AND COMPLIANCE WORK. THEY DO NOT REPLACE PROFESSIONAL ENGINEERING JUDGMENT, LICENSED INSPECTION, OR INDEPENDENT VERIFICATION. YOU MUST VERIFY ALL RESULTS AND RECORDS BEFORE MAKING ANY COMPLIANCE, SAFETY, ACCEPTANCE, PERMITTING, OR PROCUREMENT DECISION.

PART I: GENERAL TERMS

1. ACCEPTANCE OF TERMS

1.1 Agreement
By clicking "I Agree," signing an Order Form that references these Terms, creating an account, or using any Service provided by International Welding Bureau, LLC, a Texas limited liability company doing business as Vericord ("Vericord," "we," "us," "our"), you agree to be bound by these Terms and Conditions, including Schedule A (Data Processing Addendum), Schedule B (Sub-processors), Schedule C (Vericord IQ3 Service Terms), and Schedule D (Vericord MTR Validation Service Terms) (together, the "Terms"). If you do not agree, do not use the Services.

1.2 Services Covered
These Terms govern Vericord IQ3 ("IQ3") and Vericord MTR Validation ("MTR Validation") (each a "Service" and together the "Services"). Part I applies to every Service. Schedule C applies to IQ3, and Schedule D applies to MTR Validation (each a "Service Schedule"). If Part I conflicts with a Service Schedule on a matter specific to that Service, the Service Schedule controls for that Service.

1.3 Organizations
The Services are provided to organizations. The organization that holds an account is the "Customer." If you accept these Terms on behalf of a Customer, you represent that you have authority to bind it, and "you" refers to the Customer. Each individual who uses a Service under a Customer account is an "Authorized User" and must comply with these Terms.

1.4 Business and Government Use Only
The Services are offered for commercial, professional, and governmental use only. They are not offered to consumers for personal, family, or household purposes. Section 20 applies to Government Customers.

1.5 Order Forms and Precedence
An "Order Form" is a quote, proposal, order, or invoice issued by Vericord that identifies a Service and states its pricing structure, quantities, subscription term, or billing terms. An Order Form governs the commercial items it states and is otherwise subject to these Terms. These Terms control over any purchase order, vendor form, or other document issued by the Customer, and additional or conflicting terms in those documents do not apply. No other agreement changes these Terms unless it is in writing, signed by an authorized officer of Vericord, and expressly states that it amends these Terms.

1.6 Prior Agreements
A Customer that used IQ3 under a prior agreement or prior license terms, including terms issued by Revcord, continues under those terms until it accepts these Terms. Once accepted, these Terms replace those terms for use after acceptance.

2. DEFINITIONS

"Account" means the Customer's organization account on a Service.

"Admin" means an Authorized User assigned an administrator role on an Account.

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"Aggregated Statistics" means statistical information derived from use of the Services that is combined and de-identified so that it does not identify the Customer, any individual, any site, project, or property, any mill, any heat or lot, or any source document.

"AI Feature" means any feature of a Service that uses commercial artificial intelligence, including data extraction in MTR Validation and, where made available, AI-assisted form conversion in IQ3.

"Applicable Codes" means the codes, standards, specifications, and regulations against which a Service validates or which the Customer references in a Service, including specifications of ASME and ASTM.

"Customer Data" means all documents, data, and other materials uploaded to, captured by, or generated in a Service by or for the Customer, including inspection records, photographs, video, audio, location data, forms, templates, MTRs, extracted values, corrections, Reports, and signature records.

"Documentation" means the user guides, help content, and published coverage information that Vericord makes available for a Service.

"External Signer" means a person outside the Customer's organization who is asked to sign or sign off on a document or record through a Service.

"Government Customer" has the meaning in Section 20.1.

"MTR" means a mill test report or material test report certifying the chemical composition, mechanical properties, heat treatment, or other characteristics of a material.

"Personal Data" means information relating to an identified or identifiable individual.

"Report" means any report, validation result, flag, summary, export, or other output produced by a Service.

"Revcord" means Stonehenge Properties, Ltd., a Texas limited partnership doing business as Revcord.

"Third-Party Service" has the meaning in Section 3.3.

Terms used only in a Service Schedule are defined in that Schedule.

3. THE SERVICES

3.1 Description
Each Service is described in its Service Schedule and its Documentation.

3.2 Changes to the Services
Vericord may modify, improve, or discontinue features of a Service. During a paid IQ3 subscription term stated in an Order Form, Vericord will not materially reduce the core functionality of IQ3 that the Customer purchased.

3.3 Third-Party Services
The Services may connect with products and services that Vericord does not provide, including MyGovernmentOnline and other permitting, records, and enterprise systems ("Third-Party Services"). The Customer's use of a Third-Party Service is governed by its agreement with that provider. When the Customer enables an integration, the Customer authorizes Vericord to exchange Customer Data with that Third-Party Service as needed to operate the integration. Vericord is not responsible for Third-Party Services, their availability, or Customer Data after it is transmitted to them at the Customer's direction. A Third-Party Service provider is not a Vericord sub-processor.

3.4 No Warranty
The descriptions of the Services in these Terms and in the Service Schedules describe the design of the Services. They do not create any warranty, guarantee, or representation regarding performance, accuracy, or fitness for any purpose. The Services are provided as described in Section 12.

4. AI LIMITATIONS AND REQUIRED VERIFICATION

4.1 Nature of the Services
THE SERVICES ARE DECISION-SUPPORT AND DOCUMENTATION TOOLS. YOU ACKNOWLEDGE THAT:

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(a) The Services assist qualified professionals but do not replace professional engineering judgment, licensed inspection, or independent verification.

(b) AI Features may produce errors, omissions, inaccuracies, false positives, or false negatives, including errors in extracting values from documents or in converting forms.

(c) Reports do not constitute professional engineering certification, third-party inspection, or official compliance verification. An IQ3 Report records the inspection the Customer performed and does not certify its result.

(d) Code requirements may be amended, and a Service may not reflect the edition or amendment required by your contract or jurisdiction.

(e) Results depend on the quality, legibility, completeness, and format of uploaded or captured material, and on devices, connectivity, and user input.

4.2 Accuracy Statements
Any accuracy figure published by Vericord describes the results of Vericord's internal testing under defined conditions. It is not a warranty or guarantee of the result for any document, inspection, or record.

4.3 Mandatory Verification
YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL REPORTS AND ALL OUTPUT OF AI FEATURES against the source documents, the Applicable Codes, your contract requirements, and applicable regulations before any compliance, acceptance, permitting, or safety decision.

4.4 Safety-Critical Prohibition
YOU SHALL NOT RELY SOLELY ON ANY SERVICE FOR SAFETY-CRITICAL OR HIGH-CONSEQUENCE DECISIONS, including material acceptance for nuclear, pressure vessel, pipeline, structural, or aerospace applications; permit, occupancy, or code-compliance determinations; compliance certification; or any decision where an error could cause injury, death, property damage, or environmental harm.

5. ACCOUNTS, ROLES, AND SECURITY

5.1 Roles
Each Authorized User is assigned a role available in the applicable Service, as described in its Service Schedule and Documentation. Admins manage the Account, Authorized Users, billing, and settings. The Customer is responsible for assigning roles, for removing access when appropriate, and for all acts and omissions of its Authorized Users.

5.2 Credentials and Security
You must keep credentials confidential and must not share accounts. Where a Service supports it, Admins may require two-factor authentication for all Authorized Users. You must notify Vericord promptly at the address in Section 21.7 of any unauthorized access to an Account.

5.3 Devices
The Customer is responsible for the security of the computers and mobile devices used to access the Services, including devices that store Customer Data before it is uploaded.

6. LICENSE AND RESTRICTIONS

6.1 License
Subject to these Terms and payment of all charges, Vericord grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for its Authorized Users to use the Services, including any mobile application Vericord provides for a Service, for the Customer's internal business or governmental purposes, during the applicable term and within any quantities stated in an Order Form.

6.2 IQ3 Sublicense
IQ3 is owned by Revcord and provided by Vericord under an exclusive license from Revcord. The Customer's rights to IQ3 are a sublicense granted by Vericord under that license. They are no broader than the rights Vericord holds and end if Vericord's right to provide IQ3 ends, as described in Section 17.5.

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6.3 Restrictions
You shall not:

(a) copy, modify, or create derivative works of any Service;

(b) reverse engineer any Service or attempt to derive its source code, rules, rules database, templates, algorithms, or data models;

(c) extract, scrape, or systematically query any Service to reproduce its rules, requirement values, or templates;

(d) use any Service to build or benchmark a competing product;

(e) sell, sublicense, or transfer access to any Service;

(f) use any Service for any unlawful purpose, including capturing or recording any person in violation of law, or upload malicious code;

(g) interfere with or attempt to bypass the security of any Service;

(h) remove proprietary notices;

(i) access any Service by automated means except through interfaces Vericord makes available to you for that purpose; or

(j) represent any Report as a certification or official approval without independent professional review.

6.4 App Stores
A mobile application obtained from a third-party app store is also subject to that store's terms. Vericord, not the app store operator, is responsible for the application as between Vericord and the Customer.

7. FEES, TAXES, AND RECORDS

7.1 Fees by Service
IQ3 fees are set by the applicable Order Form and Schedule C. MTR Validation fees are paid from a prepaid Wallet as described in Schedule D.

7.2 Taxes
Prices exclude taxes. The Customer is responsible for applicable sales, use, and similar taxes, other than taxes on Vericord's income. A Customer that claims an exemption must provide a valid exemption certificate.

7.3 Records
Vericord keeps records of purchases, invoices, charges, and adjustments. Billing records for MTR Validation are available in the Billing Center as described in Schedule D.

8. CUSTOMER DATA

8.1 Ownership
The Customer retains ownership of Customer Data.

8.2 License to Vericord
The Customer grants Vericord a non-exclusive, worldwide, royalty-free license to host, process, and use Customer Data to provide, maintain, secure, and support the Services, to create Aggregated Statistics under Section 8.4, and to comply with law.

8.3 AI Providers
Customer Data is sent to commercial AI providers only as needed to perform an AI Feature. Vericord has elected data processing terms under which these providers do not retain Customer documents and do not use them to train their models.

8.4 Aggregated Statistics
Vericord may create and use Aggregated Statistics, such as compliance rates or frequently failing properties by specification, grade, or product form, or inspection volumes and outcomes by inspection type, for benchmarking, research, and improving the Services. Vericord owns Aggregated Statistics. Vericord will not disclose Customer-identifiable data as part of Aggregated Statistics.

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8.5 No AI Training
Vericord does not use Customer Data to train artificial intelligence models.

8.6 Disclosure
Vericord does not sell Customer Data. Vericord discloses Customer Data only to its sub-processors to provide the Services, as the Customer directs (including through sharing functions and Third-Party Services), or as required by law.

8.7 Security
Vericord maintains commercially reasonable administrative, technical, and physical safeguards, including AES-256 encryption of Customer Data at rest, TLS 1.2 or 1.3 encryption in transit, hosting in a SOC 2 audited environment at TRG Datacenters in Houston, Texas, and security monitoring.

8.8 Retention and Deletion
Vericord retains Customer Data while the Account is active. Deletion functions available to Authorized Users vary by Service and are described in the Service Schedules. An Admin may request deletion of specific records or all Customer Data by written request under Section 21.7. Vericord deletes Customer Data ninety (90) days after the Account is closed or terminated. During that ninety-day period, Vericord will provide the Customer's Reports and records on an Admin's request. Residual copies in backups are deleted in the ordinary course of backup rotation. Vericord may retain data longer where required by law. The Customer is responsible for any records-retention obligations that apply to it, including public records retention schedules.

8.9 Customer Responsibilities for Data
You represent that you have all rights needed to upload and capture Customer Data, including any notices and consents required to capture images, video, audio, or location of individuals, and that doing so does not violate any law or third-party right. You will not upload Personal Data beyond what is reasonably needed to use the Services.

9. ELECTRONIC SIGNATURES

9.1 Consent
By using the signature and sign-off functions, each Authorized User agrees to sign electronically and agrees that an electronic signature made through a Service is legally binding to the same extent as a handwritten signature. Each signer, including any External Signer, must confirm this consent in the signing dialog before signing.

9.2 Signature Records
Each signature record includes the information the Service captures for that signing method, such as the signer's name, the time, the IP address or device, and the signer's account, email address, or phone number as evidence of identity. Signature requests keep an audit trail.

9.3 External Signers
When the Customer sends a signature or sign-off request to an External Signer, the Customer warrants that the External Signer has agreed to sign electronically, to receive the request by email or text message, and to the recording of the information in Section 9.2.

9.4 Vericord's Role
Vericord provides the signing tool only. Vericord does not verify the identity of signers beyond the account, email address, phone number, or device used, is not a party to any document or record signed, and is not responsible for the legal effect of any signature or sign-off between the Customer and its signers.

10. PRIVACY

10.1 Information Collected
Vericord collects: account information (names, business email addresses, phone numbers, organization, and role); authentication and security data; IP addresses, device information, and timestamps from sign-ins and signatures; content of support tickets; billing records; usage logs; photographs, video, audio, and location data captured through IQ3; and any Personal Data that appears in Customer Data, such as the names of quality personnel or inspectors and individuals visible or audible in recordings.

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10.2 Use
Vericord uses this information to provide, secure, bill for, and support the Services and to comply with law. Vericord does not sell Personal Data and does not use it for advertising.

10.3 Roles
For Personal Data within Customer Data, Vericord acts as the Customer's processor or service provider under Schedule A. For account, billing, and security information needed to operate the Services, Vericord acts as controller.

10.4 Location
The Services are operated from the United States, and Personal Data is processed and stored in the United States.

10.5 Sub-processors
Vericord uses the sub-processors listed in Schedule B. Vericord may update Schedule B by notice to Admins under Section 21.2.

10.6 Individual Requests
Individuals may request access to, correction of, or deletion of their Personal Data by writing to the address in Section 21.7. Where Vericord holds the data as the Customer's processor, Vericord will refer the request to the Customer.

10.7 Retention
Personal Data is retained as described in Section 8.8, and account and billing records may be kept longer where required by law.

11. CODES, STANDARDS, AND COPYRIGHT

11.1 Licensed Copies
You are responsible for obtaining and holding your own licensed copies of the Applicable Codes and any specifications you rely on.

11.2 Nature of Displayed Requirements
Where a Report displays required values, code section references, or the name of a standard, it does so to identify the requirement evaluated or referenced. Reports are not a substitute for the Applicable Codes.

11.3 Rules Database and Customer Content
Vericord's rules database consists of factual requirements, such as numerical limits, ranges, and logic conditions, compiled by Vericord. It does not contain or reproduce the text of the Applicable Codes. The Customer is responsible for any third-party content, including text of codes or standards, that it uploads or enters into a Service.

11.4 No Affiliation
Vericord is not affiliated with, endorsed by, sponsored by, or approved by ASME, ASTM, the International Code Council, or any other standards body. Their names and specification designations are used only to identify the specifications validated against or referenced.

11.5 Code Editions
Where a Report identifies the code edition validated against, you are responsible for confirming that it is the edition required by your contract, purchase order, or jurisdiction.

12. DISCLAIMER OF WARRANTIES

THE SERVICES, ALL REPORTS, AND ALL MOBILE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. VERICORD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY OF EXTRACTION, CONVERSION, OR RESULTS, COMPLIANCE WITH ANY CODE OR STANDARD, AND WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. VERICORD DOES NOT WARRANT THAT ANY SERVICE WILL IDENTIFY ALL DEFICIENCIES IN ANY MTR, INSPECTION, OR RECORD, THAT CUSTOMER DATA STORED ON A DEVICE BEFORE UPLOAD WILL BE PRESERVED, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERICORD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS, BUSINESS

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INTERRUPTION, PERSONAL INJURY, OR PROPERTY DAMAGE, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY.

VERICORD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED: (A) FOR CLAIMS RELATING TO IQ3, THE FEES PAID OR PAYABLE BY THE CUSTOMER FOR IQ3 UNDER ALL ORDER FORMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (B) FOR CLAIMS RELATING TO MTR VALIDATION, THE GREATER OF THE AMOUNTS CHARGED AGAINST THE CUSTOMER'S WALLET FOR USE OF MTR VALIDATION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (US $100). LIABILITY FOR ALL CLAIMS TOGETHER SHALL NOT EXCEED THE SUM OF (A) AND (B).

Revcord has no liability to the Customer under these Terms, and the Customer's remedies relating to IQ3 are against Vericord only. These limitations reflect a fair allocation of risk and are an essential part of the bargain. Vericord would not provide the Services without them.

14. CUSTOMER RESPONSIBILITIES

You represent and warrant that: you are a commercial, professional, or governmental user with relevant industry experience; you have authority to accept these Terms; you have the rights to upload and capture Customer Data; you will provide any notices and obtain any consents required by law to capture images, video, audio, or location of individuals; you will independently verify all Reports; you will maintain quality assurance processes that do not rely solely on the Services; you will not use Reports as the sole basis for safety-critical decisions; your personnel using the Services are properly trained; you will comply with applicable laws, standards, and the contract terms that govern the inspections, permits, and records you manage in the Services; and your use will not infringe third-party rights.

15. INDEMNIFICATION

Subject to Section 20 for Government Customers, you agree to indemnify, defend, and hold harmless Vericord, Revcord, and their affiliates, officers, directors, employees, and agents from all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from: your use or misuse of the Services; Customer Data, including any claim that a capture or recording lacked a notice or consent required by law; reliance on Reports without verification; signature and sign-off requests and text messages you send, including any claim that an External Signer did not consent to sign electronically or to receive a message; your violation of these Terms or applicable law; and third-party claims arising from materials, work, or inspections you accepted, rejected, approved, or failed based on Reports.

16. INTELLECTUAL PROPERTY

16.1 Vericord
Vericord retains all rights in the Services other than IQ3, including MTR Validation and its software, rules, rules database, algorithms, models, and configurations, and in Aggregated Statistics and the Documentation.

16.2 IQ3
Revcord retains all rights in IQ3, including its software, mobile applications, templates, and documentation. Vericord holds an exclusive license to provide IQ3. No rights in IQ3 are granted to the Customer except the sublicense in Section 6.2.

16.3 Feedback
You assign to Vericord all feedback and suggestions you provide about the Services.

16.4 Marks
VERICORD, the Vericord logo, and related marks are trademarks of International Welding Bureau, LLC. IQ3 and related marks are trademarks of Revcord.

16.5 Third-Party Beneficiary
Revcord is an intended third-party beneficiary of Sections 6, 13, 15, and 16 as they relate to IQ3 and may enforce them directly. Otherwise, these Terms create no third-party beneficiary rights.

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17. TERM AND TERMINATION

17.1 Term

These Terms remain in effect until the Account is closed or terminated. Each IQ3 subscription runs for the term stated in its Order Form. If an Order Form states no renewal terms, the subscription ends at the end of its term unless renewed by a new Order Form.

17.2 Closure by Customer

An Admin may close an Account by written notice under Section 21.7. Closing an Account does not end the Customer's obligation to pay IQ3 fees committed under an Order Form for the remainder of its term, except as Section 20 provides for Government Customers.

17.3 Suspension and Termination by Vericord

Vericord may suspend or terminate an Account immediately for breach of these Terms or legal requirement. Vericord may suspend or terminate for non-payment: for MTR Validation, as described in Schedule D; for IQ3, if an invoice remains unpaid ten (10) days after written notice to an Admin. Vericord may terminate for convenience on thirty (30) days' notice to Admins.

17.4 IQ3 Refunds

If Vericord terminates IQ3 for convenience, or if Vericord's right to provide IQ3 ends under Section 17.5, Vericord will refund prepaid IQ3 fees for the unused portion of the subscription term. Otherwise, IQ3 fees are non-refundable except as an Order Form states.

17.5 IQ3 License Dependency

The Customer's rights to IQ3 depend on Vericord's license from Revcord and end automatically if that license ends. Vericord will give Admins notice as soon as practicable, and Section 8.8 applies to the Customer's IQ3 Customer Data.

17.6 Effect

On closure or termination: the license ends and all use must stop; the Customer remains liable for all accrued charges, including any negative Wallet balance; unused Wallet credit is forfeited under Schedule D, Section D.17; and Customer Data is handled under Section 8.8.

17.7 Survival

Sections 4, 8.4, 8.8, 9.3, 9.4, 11, 12, 13, 15, 16, 17.4, 17.6, 19, 20, and 21, Schedule D Sections D.16 and D.17, and Schedule A for as long as Vericord holds Personal Data, survive closure or termination.

18. SANCTIONS AND EXPORT CONTROLS

You represent that neither the Customer nor any Authorized User is located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions, or is listed on, or owned or controlled by a party listed on, any U.S. government restricted-party list. You will comply with all applicable export control and sanctions laws and will not upload technical data controlled under the International Traffic in Arms Regulations or the Export Administration Regulations. Vericord may suspend an Account immediately to comply with these laws.

19. GOVERNING LAW AND DISPUTE RESOLUTION

Subject to Section 20 for Government Customers, these Terms are governed by the laws of the State of Texas, without regard to conflict-of-laws principles.

ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL BE RESOLVED BY BINDING ARBITRATION administered by the American Arbitration Association under its Commercial Arbitration Rules in Houston, Texas, except claims qualifying for small claims court. The arbitrator's decision is final and may be entered in any court of competent jurisdiction.

CLASS ACTION WAIVER: YOU AND VERICORD MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. The arbitrator may not consolidate claims or preside over any class or representative proceeding.

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Notwithstanding the foregoing, either party, and Revcord as to IQ3, may seek temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information, including against copying, reverse engineering, or extraction of any Service, its rules database, or its templates.

20. GOVERNMENT CUSTOMERS

20.1 Applicability
"Government Customer" means a federal, state, county, municipal, or tribal government, a special district, a public school or university, or any agency, department, or political subdivision of any of them. This Section 20 applies only to Government Customers and controls over any conflicting provision of these Terms.

20.2 Limits Imposed by Law
If the constitution, statutes, regulations, or charter that govern a Government Customer prohibit it from agreeing to a provision of these Terms, including provisions on indemnification, limitation of liability, binding arbitration, class action waiver, governing law, venue, confidentiality, payment timing, or acceptance of changed terms, that provision applies to the Government Customer only to the extent the law permits, and the remainder of these Terms continues in effect.

20.3 Indemnification
A Government Customer's obligations under Section 15 apply only to the extent permitted by the law that governs it.

20.4 Disputes
If a Government Customer is not permitted by law to agree to binding arbitration or a class action waiver, those parts of Section 19 do not apply to it, and disputes will be resolved in a court of competent jurisdiction. If the law that governs a Government Customer requires that its own law or venue apply, that law or venue applies.

20.5 Immunity
Nothing in these Terms waives any sovereign or governmental immunity of a Government Customer.

20.6 Public Records
A Government Customer may disclose these Terms, Order Forms, and information about the Services as required by public records law. Where the law permits, the Government Customer will notify Vericord before releasing information Vericord has marked as confidential or proprietary, so that Vericord may seek protection available under that law.

20.7 Appropriations
If funds for a fiscal period are not appropriated, a Government Customer may terminate its IQ3 subscription at the end of the last funded period by written notice to Vericord. The Government Customer owes fees through the termination date.

20.8 Payment Timing
Payment timing and late charges for a Government Customer follow any prompt payment law that applies to it.

20.9 Changes to These Terms
A change under Section 21.2 binds a Government Customer only when accepted in writing by its authorized representative. Until then, the version the Government Customer last accepted applies to it.

21. GENERAL PROVISIONS

21.1 Entire Agreement
These Terms, including the Schedules and any Order Forms, are the entire agreement between the Customer and Vericord regarding the Services and, subject to Section 1.6, supersede all prior agreements and understandings. If these Terms conflict with Schedule A on the processing of Personal Data, Schedule A controls.

21.2 Changes to These Terms
Vericord may update these Terms. Vericord will notify Admins by email at least thirty (30) days before a material change takes effect, except where a shorter period is required by law or for security. Continued use of the Services after the effective date constitutes acceptance. A change does not alter fees fixed in an Order Form during its term. The current version is posted at www.vericord.com.

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21.3 Severability and Waiver
If any provision is held invalid, it will be modified to the minimum extent necessary and the remaining provisions continue in effect. No waiver is effective unless in writing, and failure to enforce a right is not a waiver.

21.4 Assignment
The Customer may not assign these Terms without Vericord's written consent. Vericord may assign these Terms, including in connection with a merger, acquisition, or sale of assets.

21.5 Force Majeure
Vericord is not liable for failures or delays caused by events beyond its reasonable control, including failures of third-party providers, utilities, or networks.

21.6 Use Outside the United States
The Services are operated from the United States. If you use a Service from another country, you are responsible for complying with the laws of that country.

21.7 Notices
Notices to Vericord must be sent to support@vericord.com with "Legal Notice" in the subject line. Notices to the Customer will be sent to the email address of an Admin on the Account.

21.8 Relationship
The parties are independent contractors. These Terms create no partnership, agency, joint venture, or employment relationship.

21.9 Language
These Terms are written in English, and the English version controls.

22. ACKNOWLEDGMENT

BY CLICKING "I AGREE," SIGNING AN ORDER FORM THAT REFERENCES THESE TERMS, OR USING ANY SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THESE TERMS, UNDERSTAND THE LIMITATIONS OF THE SERVICES, WILL INDEPENDENTLY VERIFY ALL REPORTS, AND WILL NOT RELY SOLELY ON ANY SERVICE FOR SAFETY-CRITICAL DECISIONS.

☐ **I AGREE TO THE TERMS AND CONDITIONS**

SCHEDULES

SCHEDULE A: DATA PROCESSING ADDENDUM

A.1 Scope
This Schedule applies where Vericord processes Personal Data contained in Customer Data on behalf of the Customer, and that processing is subject to the EU General Data Protection Regulation, the UK GDPR and Data Protection Act 2018, the Swiss Federal Act on Data Protection, or U.S. state privacy laws (together, "Data Protection Laws").

A.2 Roles
The Customer is the controller, and Vericord is the processor or service provider, of that Personal Data.

A.3 Instructions
Vericord processes that Personal Data only on the Customer's documented instructions, which consist of these Terms and the Customer's use of the Services, unless required otherwise by law, in which case Vericord will inform the Customer where legally permitted.

A.4 Confidentiality
Vericord ensures that personnel authorized to process the Personal Data are bound by obligations of confidentiality.

A.5 Security
Vericord implements the measures described in Section 8.7 of the Terms.

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A.6 Sub-processors
The Customer gives general authorization for Vericord to engage the sub-processors listed in Schedule B. Vericord will give Admins notice of new sub-processors under Section 21.2 of the Terms. The Customer may object by closing the Account before the change takes effect. Vericord imposes data protection obligations on each sub-processor that are no less protective than this Schedule and remains responsible for their performance.

A.7 Assistance
Taking into account the nature of the processing, Vericord will provide reasonable assistance with data subject requests, data protection impact assessments, and consultations with supervisory authorities.

A.8 Personal Data Breach
Vericord will notify the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's Personal Data and will provide the information reasonably available to it.

A.9 Deletion
At the end of the Services, Vericord deletes Personal Data as described in Section 8.8 of the Terms, unless retention is required by law.

A.10 Audits
Vericord will make available, on request and under a confidentiality agreement, its most recent SOC 2 report covering the environment that hosts the Services. If the Customer reasonably requires further information to demonstrate compliance, Vericord will cooperate on reasonable terms at the Customer's expense.

A.11 International Transfers
Personal Data is processed in the United States. To the extent a transfer is subject to the EU GDPR, the Standard Contractual Clauses adopted by European Commission Implementing Decision (EU) 2021/914, Module Two (controller to processor), are incorporated by reference, with the Customer as data exporter and Vericord as data importer; Clause 7 does not apply; Option 2 of Clause 9 applies with the notice period in Section A.6; the option in Clause 11 does not apply; and, because the Clauses require the law and courts of a European Union Member State, Clauses 17 and 18 are governed by the law and courts of Ireland. To the extent a transfer is subject to the UK GDPR, the International Data Transfer Addendum issued by the UK Information Commissioner applies, completed with the information in this Schedule, and is governed by the law and courts of England and Wales as that Addendum requires. To the extent a transfer is subject to Swiss law, the Clauses apply with references adapted to Swiss law. The information required by the Annexes to the Clauses is set out in Section A.12 and Schedule B.

A.12 Description of Processing
Data subjects: the Customer's Authorized Users, External Signers, individuals named in uploaded documents, and individuals whose images, voices, or locations are captured in IQ3 records, such as property owners, contractors, and members of the public. Categories of data: names, business contact information, phone numbers, roles, IP addresses, device information, timestamps, location data, photographs, video and audio recordings, signatures, and support communications. Sensitive data: none intended; the restrictions in Schedule C, Section C.9 apply. Purpose: providing the Services, including capture, extraction, validation, storage, sharing, integration, electronic signature, billing, and support. Duration: for the term of the Account and the deletion period in Section 8.8 of the Terms.

A.13 U.S. State Privacy Laws
Vericord will not sell or share the Customer's Personal Data, will not retain, use, or disclose it outside the direct business relationship with the Customer or for any purpose other than providing the Services, and will not combine it with Personal Data from other sources except as permitted by law.

SCHEDULE B: SUB-PROCESSORS

1. TRG Datacenters, Houston, Texas, United States. Data center hosting of the Services.
2. Stonehenge Properties, Ltd. d/b/a Revcord, Houston, Texas, United States. Operation, maintenance, development, and support of the Services.
3. Stripe, Inc., United States. Payment processing for MTR Validation Wallet purchases and Auto-Recharge.

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4. Commercial AI providers under contractual terms prohibiting retention of Customer documents and training on them. Data extraction for MTR Validation and AI-assisted form conversion for IQ3 where made available.

5. Zoho Corporation (Zoho Desk). Support ticket management for the Services, including the MTR Validation Report Issue function.

6. [Email and text message delivery provider(s) for IQ3 notifications and sign-off requests: name, location, and purpose to be completed before publication.]

SCHEDULE C: VERICORD IQ3 SERVICE TERMS

C.1 What IQ3 Does
IQ3 is a multimedia inspection and records platform. It allows Authorized Users to capture photographs, video, audio, notes, location, and form data during inspections, surveys, and field activities through a mobile or web application; to organize that material into inspection records and playlists; to produce Reports; to obtain sign-offs; and to share records and integrate them with Third-Party Services. IQ3 is offered for public works, permitting, and code inspection, for commercial and industrial inspection, and for public safety use. These Terms apply to each of those offerings, including IQ3 Public Works, IQ3 Commercial, and IQ3 Public Safety.

C.2 Inspection Determinations
IQ3 records the inspection results that Authorized Users enter. IQ3 does not make pass, fail, approval, or compliance determinations. The Customer and its inspectors are solely responsible for every determination recorded in IQ3.

C.3 AI-Assisted Features
Where made available, IQ3 may use an AI Feature to convert Customer-provided forms, such as spreadsheet or document forms, into IQ3 inspection templates at setup. AI is used for that conversion only and does not enter inspection results, write inspection data, or generate Reports. The Customer must review and approve each converted template before use and is responsible for its content, including any fields, calculations, or acceptance criteria it contains.

C.4 Mobile Application and Offline Use
The IQ3 mobile application may store Customer Data on the device until it is uploaded. Until upload is complete, Customer Data on a device is the Customer's responsibility, and Vericord is not responsible for Customer Data lost, altered, or accessed on a device before upload, including through loss or theft of the device, device failure, or removal of the application. The Customer is responsible for using devices and operating system versions supported under the Documentation.

C.5 Recordings and Location
IQ3 can capture images, video, audio, and device location. The Customer is solely responsible for deciding whether and how it may capture, store, and use recordings and location data, and for providing notices and obtaining consents required by law, including laws that require the consent of all parties to record a conversation and laws protecting privacy in homes and on private property. Location data comes from the device and may be inaccurate.

C.6 Sharing
IQ3 allows Authorized Users to share records and playlists with other Authorized Users and, where enabled, with people outside the Customer's organization by link or message. Sharing outside the Customer's organization is at the Customer's direction and risk. Anyone who receives a share link may be able to view the shared content, and Vericord is not responsible for further distribution by recipients. The Customer is responsible for all shares made by its Authorized Users.

C.7 Sign-Off
IQ3 sign-off functions, whether on-site, remote by email or text message, or through system users, are electronic signatures governed by Section 9. The Customer is responsible for having any consent required by law before sending a text message to a recipient.

C.8 Integrations
IQ3 integrations with Third-Party Services, including MyGovernmentOnline, are governed by Section 3.3. Customer Data that IQ3 sends to a Third-Party Service at the Customer's direction is held by that provider under its terms. Errors or delays in a Third-Party Service, including failed or delayed synchronization caused by that service, are not failures of IQ3.

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C.9 Restricted Data
The Customer shall not upload or capture in IQ3: (a) Criminal Justice Information as defined in the FBI CJIS Security Policy, unless the Customer and Vericord have signed a written CJIS addendum under Section 1.5; or (b) protected health information under the Health Insurance Portability and Accountability Act, unless the Customer and Vericord have signed a business associate agreement under Section 1.5.

C.10 Fees and Subscription
IQ3 fees, pricing structure (which may be based on users, devices, sites, inspections, storage, subscription period, or other measures), quantities, subscription term, and billing schedule are stated in the Order Form. Unless the Order Form states otherwise: (a) invoices are payable in U.S. dollars within thirty (30) days after the invoice date; (b) fees are fixed for the subscription term stated in the Order Form, and price changes apply only at renewal; (c) use above the quantities in an Order Form may be invoiced at the rates in that Order Form or, if none are stated, at Vericord's then-current rates; and (d) fees are non-refundable except under Section 17.4. Suspension for non-payment is governed by Section 17.3.

C.11 Roles and Deletion
IQ3 roles and permissions are set by the Customer's Admins as described in the Documentation. Authorized Users may delete IQ3 records only where their role permits it. Deleted records may not be recoverable.

C.12 Support
IQ3 support is provided through Vericord's support channels during the hours stated in the Documentation or Order Form.

SCHEDULE D: VERICORD MTR VALIDATION SERVICE TERMS

D.1 Definitions
"Exception Report" means the portion of a Report that lists in-scope requirements MTR Validation does not validate deterministically for the selected code sections.

"Scan" means one run of MTR Validation's validation process on one uploaded MTR.

"Viewer" means an Authorized User assigned the Viewer role.

"Wallet" means the Customer's prepaid credit balance in MTR Validation.

D.2 What MTR Validation Does
MTR Validation reads MTRs uploaded in PDF format, extracts the reported values, compares those values against the requirements of the Applicable Codes as encoded in Vericord's rules database, and produces a Report showing, for each evaluated property, the extracted value, the required value, the governing code section, the result, and the reason for any non-compliance.

D.3 How Determinations Are Made
Commercial artificial intelligence models operated by third-party providers extract data from the MTR, including heat-treatment designations and values. All compliance determinations are made by deterministic rules developed by subject matter experts from code requirements. Where AI interpretation of heat-treatment text is used, it is verified by deterministic checks; if the two disagree, the deterministic result governs and the disagreement is recorded. The same extracted values always produce the same determination. Extraction itself may vary between Scans of the same document, which is why MTR Validation presents extracted values for review and flags values extracted with low confidence.

D.4 Scope of Validation
MTR Validation validates base-metal MTRs against specifications of ASME Boiler and Pressure Vessel Code Section II, Parts A and B, and against other ASTM specifications that Vericord has encoded, for the product forms identified in Vericord's published coverage information. MTR Validation evaluates three categories of requirements: chemical composition, mechanical properties, and heat treatment. MTR Validation does not validate filler metals, supplementary requirements, or any requirement not identified in Vericord's published coverage information. Vericord may change or expand the scope of MTR Validation, and Vericord's published coverage information at the time of a Scan controls.

D.5 Exception Report
When a Report contains an Exception Report, you are solely responsible for manually verifying every requirement listed in it and every requirement outside the scope described in Section D.4.

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D.6 Saved Records
When a record is saved, its validation results are locked and the original MTR is preserved with it. Corrections made before saving are logged with the previous value, new value, user, and time. After saving, only the document name and description can be edited. Authorized Users cannot delete saved records; deletion is available only by an Admin's written request under Section 8.8.

D.7 Roles
Each Authorized User is assigned a role of Organization Admin, User, or Viewer. Viewers may view only the Project Folders shared with them and cannot run Scans.

D.8 Sharing
Project Folders may be shared only with Authorized Users of the same Account. To share with a person outside the Customer's organization, an Admin must invite that person as an Authorized User, and any resulting Viewer charges apply under Section D.12.

D.9 Prepaid Wallet
MTR Validation is paid for from a prepaid Wallet funded in U.S. dollars. Admins purchase credit through a hosted payment page operated by Stripe, Inc. ("Stripe"). Vericord does not receive or store full payment card numbers. Payment processing is also subject to Stripe's terms.

D.10 Purchases
Each purchase must fall within the minimum and maximum amounts shown in the Billing Center, currently $5.00 minimum and $5,000.00 maximum per purchase. Credit is added to the Wallet when payment clears. Vericord may collect applicable taxes at the time of purchase.

D.11 Scan Charges
Each successful Scan is charged $25.00, which covers the first three (3) pages of the MTR, plus $2.00 for each additional page. A Scan that fails before completion is not charged. Resuming a pending Scan does not create a second charge. A Scan charge applies once the Scan completes, regardless of the compliance result and regardless of whether the record is later saved.

D.12 Viewer Charges
Each Viewer with access to at least one Project Folder is charged $12.00 per month, deducted from the Wallet on the viewer billing date. Admins receive advance notice when the Wallet balance will not cover an upcoming Viewer charge. Viewer charges are owed whether or not the Wallet balance is sufficient. If it is not, the Wallet may carry a negative balance, the next purchase is applied first to that negative balance, and Scans remain restricted until the balance is positive. Viewer access is not suspended for insufficient funds.

D.13 Insufficient Funds
When the Wallet balance cannot cover a Scan, Scans are restricted until credit is added. Admins and Users are notified.

D.14 Auto-Recharge
An Admin may enable Auto-Recharge. By enabling it, the Customer authorizes Vericord, through Stripe, to charge the selected payment card the configured recharge amount each time the Wallet balance falls to the configured threshold, subject to the limits shown in the Billing Center, currently no more than five (5) recharges in any 24-hour period and any monthly cap the Admin sets. This authorization remains in effect until an Admin disables Auto-Recharge, which may be done at any time. Changing the payment card requires a new authorization. Each authorization is recorded with its date, time, Admin, amount, threshold, and card.

D.15 Credit Terms
Wallet credit does not expire while the Account remains active. Credit has no cash value, is not transferable to another account, and is not redeemable for cash.

D.16 Refunds for System Errors
All charges are final except as stated in this Section D.16. If a Scan was charged but did not produce a usable result because of a Vericord system error, or if the Customer was charged twice or incorrectly, an Authorized User may report it through the Report Issue function within thirty (30) days after the charge. Reports made after that period are not eligible. Vericord Support will review the report reasonably and in good faith and, if it qualifies, will credit the affected amount to the Wallet. Approved refunds are issued only as Wallet credit and never as cash or a refund to a payment card. This Section does not cover disagreement with a

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result where MTR Validation operated as designed, illegible or poor-quality documents, documents outside the scope in Section D.4, or Scans the Customer did not need. Admins cannot issue refunds.

D.17 Forfeiture on Closure
Unused Wallet credit is forfeited when the Account is closed or terminated for any reason, and no cash refund is made, except where applicable law requires otherwise.

D.18 Price Changes
Vericord may change MTR Validation prices by notice to Admins at least seven (7) days before the change takes effect. New prices apply to charges incurred after the effective date.

D.19 Billing Center
Purchases, charges, and adjustments are recorded in the Billing Center ledger, which the Customer may export.

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