

# Terms of Service

Effective Date: April 20, 2026

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## 1. Acceptance; Authority

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By accessing or using the Service, the entity you represent ("Customer") agrees to be bound by these Terms. You represent and warrant that you have full authority to bind Customer to these Terms and that all Users accessing the Service under Customer's account are authorized by Customer.

## 2. Definitions

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**"Customer Data"** means all data and content submitted to, uploaded to, transmitted through, or processed by the Service by or on behalf of Customer, including invoices, purchase orders, financial records, emails, ERP data, and any personal data contained therein.

**"Output"** means any result generated by the Service, including extracted fields, classifications, summaries, structured records, recommendations, flags, or other machine-generated content.

**"User"** means any individual authorized by Customer to access or use the Service under Customer's account.

**"Documentation"** means the user guides, technical documentation, implementation materials, and usage instructions Fluent makes available to Customer.

## 3. Access Rights; License

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Subject to these Terms and payment of applicable fees, Technology Coast Partners LLC (TCP) grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for its Users to access and use the Service during the applicable subscription term solely for Customer's internal business purposes and in accordance with the Documentation and any applicable Order Form.

## 4. Account Responsibility

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Customer is responsible for all activity under its account(s), for maintaining the confidentiality of account credentials, and for ensuring that its Users comply with these Terms. Customer will promptly notify TCP of any actual or suspected unauthorized access, credential compromise, or misuse of the Service.

## 5. Acceptable Use; Restrictions

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Customer and its Users will not, and will not permit others to:

- reverse engineer, decompile, disassemble, or otherwise attempt to discover source code, underlying models, algorithms, prompts, weightings, or system architecture, except to the limited extent such restriction is prohibited

by applicable law;

- probe, scan, test, exploit, or circumvent the vulnerability, security, authentication, usage limits, rate limits, or access controls of the Service or any related systems or networks;
- access or use the Service to build, benchmark, train, validate, support, or improve a competing product or service without Fluent's prior written consent;
- upload, transmit, distribute, or introduce malware, ransomware, malicious code, harmful scripts, corrupted files, or other harmful or disruptive materials;
- use the Service for any unlawful, fraudulent, deceptive, infringing, abusive, or harmful purpose;
- upload, process, or otherwise make available Customer Data unless Customer has obtained all rights, permissions, consents, and legal bases necessary to do so;
- use the Service in violation of applicable privacy, data protection, export control, sanctions, anti-corruption, or other applicable laws;
- use the Service to initiate, authorize, or execute payments without appropriate human review, approval controls, and internal safeguards;
- rely on Output as the sole basis for financial, accounting, tax, legal, compliance, operational, or business decisions;
- bypass, disable, or undermine Customer's own approval workflows, segregation-of-duties controls, audit procedures, exception reviews, or financial controls;
- process, submit, or operationalize fraudulent, misleading, forged, manipulated, or unauthorized documents, records, or transactions;
- attempt to extract, infer, reconstruct, or discover model training data, confidential prompts, hidden instructions, or underlying model behavior;
- use the Service to create misleading, deceptive, false, or falsified records, business documents, reports, or transactional data;
- perform scraping, stress testing, load testing, or automated extraction of the Service except as expressly permitted in writing by Fluent;
- attempt to gain unauthorized access to the Service, other customer accounts, or related systems, networks, or infrastructure.

Fluent may suspend or terminate access to the Service for any violation of this Section.

## 6. Service Description; No System of Record

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The Service provides AI-assisted automation intended to help ingest, classify, extract, transform, and route data from business documents and related business systems, including invoices, purchase orders, emails, attachments, and

ERP-related workflows. The Service is designed to support workflow efficiency and draft-output generation. Unless explicitly agreed in writing, the Service does not itself execute payments, originate funds transfers, submit tax filings, post ERP entries as the authoritative source of record, or serve as Customer's official books and records or system of record.

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## 7. No Agency; No Fiduciary Relationship

Fluent is not a bank, financial institution, money transmitter, payment processor, broker, accounting firm, legal advisor, fiduciary, or agent of Customer. Fluent does not accept or hold funds, does not approve or authorize transactions on Customer's behalf, and has no authority to bind Customer or act as Customer's representative. All approvals, decisions, and downstream actions remain solely the responsibility of Customer.

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## 8. AI / Output Disclaimer (Probabilistic Systems)

Customer acknowledges that the Service may use machine learning, large language models, optical character recognition, classification systems, and other AI technologies that are probabilistic in nature and may produce inaccurate, incomplete, inconsistent, or biased Output. Output is provided on an "AS IS" and "AS AVAILABLE" basis and may not be relied upon as error-free, authoritative, or suitable for any particular purpose.

Customer is solely responsible for independently reviewing, validating, and approving all Output prior to reliance or downstream use. Output must not be used as the sole basis for financial, accounting, tax, legal, compliance, or operational decisions. Output is not legal, accounting, tax, audit, or financial advice. Fluent is not responsible for errors, omissions, or inaccuracies in Output, including where Output is used in automated workflows, integrations, or approval-routing logic.

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## 9. Customer Responsibilities; Internal Controls

Customer is responsible for maintaining appropriate internal controls, approval workflows, segregation of duties, audit procedures, reconciliation processes, exception-handling procedures, and validation steps appropriate to Customer's use of the Service. Customer is responsible for the accuracy, quality, legality, and integrity of Customer Data and for verifying all financial, accounting, and operational information before relying on Output or implementing downstream actions.

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## 10. Financial Risk Allocation

To the maximum extent permitted by law, Customer assumes all risk arising from use of the Service in financial, accounting, operational, and transaction-related workflows. Fluent shall have no liability for financial or business losses arising from or related to incorrect invoice processing, incorrect purchase order data, duplicate, missed, late, fraudulent, or erroneous payments, incorrect ERP entries, reconciliation errors, workflow misrouting, integration failures, approval failures, or reliance on Output. This allocation applies regardless of cause, including configuration errors, user errors,

model errors, extraction errors, system errors, third-party outages, or integration failures, and even if such damages were foreseeable.

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## 11. Customer Data; Ownership; Limited Processing

Customer retains all right, title, and interest in and to Customer Data. Customer grants Fluent a limited, non-exclusive right to host, copy, transmit, display, transform, and otherwise process Customer Data solely as necessary to provide, maintain, support, secure, monitor, troubleshoot, and improve the Service, to comply with law, and as otherwise permitted by the parties' agreement.

Unless explicitly agreed otherwise in writing, Fluent does not use Customer Data to train public or shared machine learning models. Fluent may, however, collect and use aggregated and anonymized usage data, telemetry, and service-performance information derived from use of the Service for operating, securing, supporting, analyzing, and improving the Service, provided such information does not identify Customer or any individual.

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## 12. Confidentiality

Each party will protect the other party's Confidential Information using at least reasonable care and will use such information only as necessary to perform under these Terms or exercise rights expressly granted under these Terms. Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already known to the receiving party without breach of obligation, was independently developed without use of the other party's Confidential Information, or is rightfully received from a third party without duty of confidentiality.

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## 13. Security

Fluent will implement and maintain reasonable administrative, technical, and organizational safeguards designed to protect Customer Data, including encryption in transit and at rest, access controls, monitoring, and other security measures appropriate to the nature of the Service. Customer acknowledges that no system can be guaranteed to be completely secure and that security is a shared responsibility that depends in part on Customer's user management, access controls, device security, and configuration choices. Additional details may be provided in a Security Exhibit, security documentation, or Data Processing Addendum.

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## 14. Fees; Taxes; Nonpayment

Fees are as set forth in the applicable Order Form or other written agreement. Except as required by law or expressly stated in an Order Form, fees are non-cancelable and non-refundable. Customer is responsible for all applicable taxes, duties, and similar governmental charges, excluding taxes based on Fluent's net income. Fluent may suspend access to the Service for overdue amounts following prior notice and a reasonable cure period.

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## 15. Suspension

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Fluent may suspend access to the Service, in whole or in part, if reasonably necessary to protect the security, integrity, or availability of the Service; prevent material harm to Fluent, Customer, other customers, or third parties; respond to suspected fraud or unlawful activity; comply with law, governmental request, or court order; or address Customer's material breach of these Terms. Fluent will use commercially reasonable efforts to narrow any suspension to the affected portion of the Service and to restore access promptly when the issue giving rise to the suspension has been resolved.

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## 16. Term; Termination

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The subscription term is as set forth in the applicable Order Form. Either party may terminate for material breach not cured within thirty (30) days after written notice, except that either party may terminate immediately for severe unlawful use, material security compromise caused by the other party, insolvency-related events to the extent permitted by law, or repeated uncured violations of Section 5.

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## 17. Data Return / Deletion

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Upon termination or expiration, Fluent will, for a limited period specified in the applicable agreement or, if not specified, a commercially reasonable period, make Customer Data available for export in a standard format if technically feasible. Thereafter, Fluent will delete or render inaccessible Customer Data in accordance with its retention policy, backup lifecycle, and the DPA, unless retention is required by law, legitimate dispute preservation obligations, or necessary internal security logging.

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## 18. Beta Features

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Fluent may from time to time make available beta, preview, pilot, experimental, early access, or evaluation features ("Beta Features"). Beta Features are provided "AS IS" and without warranties of any kind, may be modified, suspended, or discontinued at any time, and are not intended for production use unless expressly agreed otherwise in writing.

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## 19. Third-Party Services and Integrations

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The Service may interoperate with third-party systems, ERP platforms, APIs, infrastructure providers, connectors, and integrations. Customer's use of such third-party services may be subject to separate terms between Customer and the applicable provider. Fluent is not responsible for the availability, performance, security, accuracy, or legality of third-party systems, products, services, or integrations, or for outages, changes, errors, delays, or failures caused by them.

## 20. Disclaimers

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EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR AN APPLICABLE ORDER FORM, THE SERVICE, OUTPUT, BETA FEATURES, DOCUMENTATION, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." FLUENT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FLUENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR CUSTOMER'S USE CASE. FLUENT DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR PRODUCE ANY SPECIFIC BUSINESS, OPERATIONAL, OR FINANCIAL OUTCOME.

## 21. Limitation of Liability

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### TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- FLUENT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, USE, ANTICIPATED SAVINGS, OR DATA, ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF FLUENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- FLUENT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE, THESE TERMS, THE PRIVACY POLICY, OR THE DPA WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SERVICE UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 22. Indemnification

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Customer will indemnify, defend, and hold harmless Fluent and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, actions, proceedings, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer Data, Customer's or any User's misuse of the Service, Customer's breach of these Terms, or Customer's violation of applicable law.

Fluent will indemnify Customer against any third-party claim alleging that the Service, as provided by Fluent and when used by Customer in accordance with these Terms, directly infringes such third party's United States intellectual property rights, excluding claims arising from Customer Data, third-party services, modifications not made by Fluent, combinations not provided by Fluent, Beta Features, or Customer's misuse of the Service. If such a claim arises, Fluent

may, at its option, procure the right for Customer to continue using the Service, modify or replace the Service to make it non-infringing, or terminate the affected Service and refund prepaid fees for the terminated unused portion.

## 23. Governing Law; Venue (Florida)

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These Terms, and any dispute, action, or claim arising out of or relating to these Terms or the Service, will be governed by the laws of the State of Florida, without regard to its conflict-of-laws rules. Any legal action or proceeding arising out of or related to these Terms or the Service will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and each party irrevocably submits to the personal jurisdiction and venue of those courts.

## 24. Changes

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Fluent may update these Terms from time to time. If changes are material, Fluent will provide notice by reasonable means, which may include posting an updated version on the Site, email notice, in-product notice, or notice through the administrative console. Continued use of the Service after the effective date of the updated Terms constitutes acceptance of the changes.

## 25. Miscellaneous

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These Terms, together with the applicable Order Form, DPA, and any incorporated exhibits, constitute the entire agreement between the parties regarding the Service and supersede prior or contemporaneous proposals, discussions, and agreements on that subject matter. Neither party may assign these Terms without the other party's prior written consent, except to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets, provided the assignee agrees in writing to be bound by these Terms. Neither party will be liable for delays or failures caused by events beyond its reasonable control, including internet failures, infrastructure outages, labor disputes, acts of government, war, terrorism, epidemics, natural disasters, or outages affecting cloud, hosting, or AI providers. If any provision is held unenforceable, the remaining provisions will remain in effect. Failure to enforce any provision is not a waiver. Unless otherwise expressly stated, the order of precedence is: applicable Order Form, DPA, these Terms, then Documentation.