

Swarmify Master Services Agreement

Last Updated: August 20, 2025

This Master Services Agreement (the “Agreement”) creates a contract between you or the entity you represent (“Customer”) and Swarmify (“Swarmify”). This Agreement governs your access to and use of the services, software, and associated platforms provided by Swarmify (collectively, the “Service”).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

1. The Service

1.1. Provision of Service. Swarmify will make the Service available to Customer pursuant to this Agreement and any applicable ordering documents or online sign-up flows (“Order Form”).

1.2. Customer Affiliates. Customer’s affiliates may purchase and use the Service under the terms of this Agreement, provided that Customer shall be jointly and severally liable for all acts, omissions, and financial obligations of any such affiliate.

1.3. Account Limitation. Each Customer, defined as a single individual or legal entity, is permitted to have only one Swarmify account, unless authorized in writing by Swarmify. Creating or maintaining multiple accounts for any reason, including but not limited to circumventing the terms of this Agreement or any Service limitations, is strictly prohibited. Swarmify reserves the right, in its sole discretion, to investigate, consolidate, or terminate any duplicate or excessive accounts.

1.4. Customer Responsibilities. Customer will (a) be responsible for all activity occurring under its account; (b) use the Service only in accordance with this Agreement, any applicable Order Form, and all applicable laws and government regulations; (c) be responsible for the accuracy, quality, and legality of any data, content, or materials submitted by Customer to the Service (“Customer Content”); and (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and notify Swarmify promptly of any such unauthorized access or use.

1.5. Service Levels. No service levels or credits apply unless expressly set forth in an Order Form or separate service level agreement (SLA) referenced therein.

2. Usage Policies & Service Integrity

2.1. Acceptable Use. Customer agrees not to use the Service to store, transmit, or display Customer Content that: (a) is illegal, defamatory, harassing, fraudulent, or obscene; (b) infringes upon or violates the intellectual property rights of a third party; (c) contains viruses, malware, or other malicious code; or (d) is intended to abuse, disrupt, or interfere with the security or performance of the Service.

Swarmify reserves the right to investigate any potential violation of this section and may, in its sole discretion, remove offending Customer Content or suspend or terminate the Service without notice.

2.2. Service Integrity and Resource Management. Swarmify is committed to maintaining the integrity, stability, and performance of the Service for all customers. While the Service may be offered on a basis described as “unlimited” or unmetered, Customer’s usage is subject to this Agreement and our fair use policies. We may monitor the usage of our services to identify any patterns of use that, in our reasonable judgment: (a) materially degrade the performance, security, or stability of the Service for you or other customers; (b) create a security or compliance risk; or (c) are uneconomical or place an undue burden on our infrastructure. Except for emergency actions needed to protect the Service, we will give at least ten (10) days’ prior written notice and a reasonable opportunity to cure or move to an alternative plan. If excessive usage continues, we may (i) propose an alternative plan or custom pricing, (ii) implement reasonable technical limits, or (iii) pass through at-cost third-party charges actually incurred as a direct result of such usage, plus up to a ten percent (10%) administrative fee. Any pass-through fees will be itemized and invoiced monthly in arrears.

2.3. Copyright Complaints. Swarmify responds to notices of alleged copyright infringement consistent with 17 U.S.C. §512 (DMCA). Upon receipt of a compliant notice, we may remove or disable access to the accused content and notify Customer, who may submit a counter-notice where permitted. We may terminate access for repeat infringers.

3. Fees and Payment

3.1. Fees. Customer will pay all fees specified in the applicable Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on the Service purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant Service Term. Notwithstanding the foregoing, fees under Section 2.2 may be invoiced as pass-through charges if applicable.

3.2. Invoicing and Payment. Invoices are due and payable within thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Swarmify and notifying Swarmify of any changes. Past due amounts are subject to a finance charge of 1.5% per month or the highest rate permitted by law, whichever is lower, plus reasonable collection costs.

3.3. Taxes. All fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder.

3.4. Suspension for Non-Payment. Swarmify may suspend the Service if any amount owing by Customer is thirty (30) or more days overdue. Swarmify will provide at least ten (10) days’ prior notice before suspending the account.

4. Term and Termination

4.1. Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all Service subscriptions have expired or have been terminated.

4.2. Service Term and Renewals. The term of each Service subscription shall be as specified in the applicable Order Form (“Service Term”). Except as otherwise specified, subscriptions will automatically renew for additional periods equal to the expiring Service Term, unless either party gives

the other written notice of non-renewal at least thirty (30) days before the end of the relevant Service Term.

4.3. Termination for Cause. A party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

4.4. Effect of Termination. Upon termination for any reason, Customer shall immediately cease all use of the Service and pay any unpaid fees. Upon request, each party will return or destroy all Confidential Information of the other party.

4.5. Data Portability and Deletion. Upon Customer's written request made within thirty (30) days after the effective date of termination, Swarmify will make Customer Content available for export or download. After such 30-day period, Swarmify will have no obligation to maintain or provide any Customer Content and may thereafter delete or destroy all copies of Customer Content in its systems.

5. Intellectual Property & Confidentiality

5.1. Reservation of Rights. Swarmify and its licensors own all right, title, and interest, including all related intellectual property rights, in and to the Service. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2. Customer Content. As between the parties, Customer owns all Customer Content. Customer grants Swarmify a worldwide, limited-term license to host, copy, transmit, and display Customer Content as reasonably necessary for Swarmify to provide the Service in accordance with this Agreement. Customer is solely responsible for maintaining independent backup copies of all Customer Content. Customer acknowledges that the Service is not intended to be a data archiving or "vault" service and agrees that Swarmify has no obligation to preserve Customer Content and shall have no liability for any claims relating to the destruction, loss, or corruption of Customer Content.

5.3. Feedback. Customer grants Swarmify a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer relating to the operation of the Service.

5.4. Confidentiality.

- 1. Definition.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 2. Exclusions.** Confidential Information does not include information that: (i) is or becomes generally available to the public through no breach of this Agreement by the Receiving Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is rightfully received from a third party without restriction.
- 3. Protection and Use.** The Receiving Party will use the same degree of care it uses to protect its own confidential information of like kind (but not less than reasonable care) to (1) not use any Confidential Information for any purpose outside the scope of this Agreement, and (2) limit access to Confidential Information to those of its employees, contractors, and advisors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations at least as protective as those herein.

4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information to the extent compelled by law or court order, provided it gives the Disclosing Party prompt notice (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party wishes to contest the disclosure.
5. **Duration.** The obligations in this Section 5.4 survive for three (3) years after disclosure; trade secrets are protected for so long as they remain trade secrets under applicable law.

5.5. Usage Data. Swarmify may collect and use de-identified and aggregated data regarding use of the Service to operate, analyze, and improve the Service and for benchmarking, provided such data does not identify Customer or any end user.

6. Warranties, Disclaimers, and Liability

6.1. Warranties. Each party warrants that it has the legal power to enter into this Agreement. Swarmify warrants that it will provide the Service in a manner consistent with general industry standards.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS," AND SWARMIFY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SWARMIFY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. The foregoing cap does not apply to (a) a party's indemnification obligations under Section 8, (b) Customer's payment obligations, or (c) a party's breach of Section 5.4 (Confidentiality).

6.4. Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, REVENUES, OR BUSINESS OPPORTUNITIES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. General Provisions

7.1. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in the state or federal courts located in Brevard County, Florida. The parties consent to the exclusive jurisdiction and venue of such courts.

7.2. Changes to this Agreement. Swarmify may modify this Agreement by posting an updated version and notifying you. Material adverse changes will not apply during a then-current Service Term and will take effect on renewal. If Swarmify makes a material adverse change, Customer may terminate the affected Service by giving notice within thirty (30) days after notice of the change, and Swarmify will refund any prepaid, unused fees for the terminated portion of the Service Term.

7.3. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable) for causes beyond that party's reasonable control.

7.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.5. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

7.6. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

7.7. Order of Precedence. In the event of a conflict among documents, an Order Form (including any referenced SLA or DPA) controls over this Agreement.

7.8. Survival. Sections 3, 4.4–4.5, 5, 6, 7.1–7.8, 8, and 9 survive termination or expiration of this Agreement.

7.9. E-Signatures; Clickwrap. The parties consent to the use of electronic signatures and records. Swarmify's records of click-through acceptance (including timestamp, IP address, and user ID) constitute execution of this Agreement by Customer.

7.10. Export & Compliance. Each party will comply with applicable anti-corruption, export control, and sanctions laws. Customer will not permit use of the Service in violation of such laws.

7.11. Publicity. With Customer's prior written consent (email sufficient), Swarmify may use Customer's name and logo in lists of customers.

7.12. Severability; Waiver. If any provision of this Agreement is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect. A party's failure to enforce any provision is not a waiver of its right to do so later.

7.13. Independent Contractors; No Third-Party Beneficiaries. The parties are independent contractors; this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. There are no third-party beneficiaries to this Agreement.

8. Indemnification

8.1. Swarmify IP Indemnity. Swarmify will defend Customer against any third-party claim that the Service, as provided by Swarmify and used by Customer in accordance with this Agreement, infringes or misappropriates a third party's intellectual property right, and will pay damages and reasonable attorneys' fees finally awarded by a court or agreed in settlement. If a claim arises, Swarmify may (i) procure the right for Customer to continue using the Service, (ii) replace or modify the Service so it is non-infringing, or (iii) terminate the impacted Service and refund any prepaid, unused fees for the

terminated portion of the Service Term. This obligation does not apply to claims arising from: (a) Customer Content; (b) combinations with products or data not provided by Swarmify; (c) use of a legacy or modified version of the Service when an updated version would avoid the claim; or (d) use in violation of this Agreement.

8.2. Customer Indemnity. Customer will defend Swarmify against any third-party claim arising from Customer Content or Customer's use of the Service in violation of Section 2, and will pay damages and reasonable attorneys' fees finally awarded by a court or agreed in settlement.

8.3. Procedure. The indemnified party must promptly notify the indemnifying party in writing of any claim, provide reasonable cooperation at the indemnifying party's expense, and grant the indemnifying party sole control of the defense and settlement (provided any settlement unconditionally releases the indemnified party and does not impose obligations other than payment of money).

9. Data Protection & Security

9.1. Security. Swarmify will implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Content against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access appropriate to the nature of the data.

9.2. Personal Data; DPA. To the extent Swarmify processes Personal Data on Customer's behalf, the parties will comply with applicable data protection laws (including GDPR/UK GDPR/CCPA to the extent applicable). The Data Processing Addendum (DPA) is incorporated by reference and governs such processing; the DPA is available upon request and, in the event of conflict with this Agreement, controls.

9.3. Security Incident Notice. Swarmify will notify Customer without undue delay after confirming a Security Incident affecting Customer Personal Data within Swarmify's control, and will provide timely information reasonably required for Customer to meet its incident-response obligations.