trufo

# MASTER SERVICES AGREEMENT

*Version 1.5.0 Effective November 8, 2026. Document ID: TF-MSA-1.5.0*

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into by and between Trufo Inc. (the "Provider"), and the individual or legal entity identified in the applicable Order Form (the "Customer"). This Agreement sets forth the terms and conditions under which the Customer may access and use the Provider's Certificates, cloud-based platform, APIs, and related services.

WHEREAS, the Provider is a software company and trusted certification authority that provides digital trust solutions, including but not limited to content provenance software, digital certificate issuance, and consulting (collectively, the "Services");

WHEREAS, the Customer wishes to access and use the Services for its internal business purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following capitalized words will have their meaning set out below:

**"API"** means the application programming interface (API) and any associated software development kits (SDKs) provided by the Provider that allow the Customer to programmatically interact with the Service.

**"Authorized Users"** means employees, agents, or contractors of the Customer who are authorized by the Customer to access the Online Portal or API and for whose acts and omissions the Customer remains liable.

**"Certificate"** means an electronic document that uses a digital signature to bind a public key and an identity, i.e. digital certificate.

**"Confidential Information"** means all non-public business, technical, or financial information disclosed by one party to the other that is designated as confidential or should reasonably be understood to be confidential.

**"Documentation"** means the technical user guides, API references, and service policies made available by the Provider to the Customer, such as those available at https://trufo.ai/documentation, as updated from time to time.

**"Order Form"** means the ordering document(s) executed by the parties specifying the Services, fees, quotas, and Subscription Term.

**“Online Portal”** means the web application that provides account management and ordering tools to facilitate the management of products and services provided by Trufo.

**“Service”** means the Trufo Provenance Platform, including the APIs, Online Portal, Certificates, and cloud infrastructure provided by Trufo for use by Customer.

**“Service Data”** means electronic data, logs, and account information submitted by or for the Customer to the Service, excluding the public contents of issued Certificates.

**“Subscriber Agreement”** refers to the agreement between the CA and the Subscriber that specifies the rights and responsibilities of the parties available at https://trufo.ai/legal/subscriber-agreement, as updated from time to time.

## 2. ACCESS AND USAGE RIGHTS

**2.1. Provision of Service.** Subject to the terms and conditions of this Agreement and payment of all applicable fees, the Provider hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service solely for the Customer’s internal business purposes during the Subscription Term specified in an Order Form.

**2.2. Usage Restrictions.** The Customer shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying logic of the Service; (b) sell, resell, rent, lease, license, distribute, or otherwise make the Service available to any third party (except as expressly authorized in a separate Partner Addendum); (c) use the Service to store or transmit malicious code, infringing content, or material that violates third-party privacy rights; (d) attempt to gain unauthorized access to the Service or its related systems or networks; (e) use the Service for benchmarking or competitive analysis purposes; or (f) remove any proprietary notices or labels.

**2.3. Portal Security.** The Customer is responsible for maintaining the confidentiality of its access credentials. The Customer assumes full liability for any use of the Service via its accounts, whether authorized or unauthorized.

**2.4. Licensed Watermark Usage Restrictions.** When the Customer uses Trufo watermark technology, whether through the API, the SDK, or any library or model the Provider makes available, the Customer shall: (a) use the watermark only within the Provider's watermark identifier ecosystem, embedding each mark under an identifier allocated and managed by the Service; (b) ensure that any representation of the watermark accurately identifies the Trufo watermark technology; and (c) not reverse engineer, derive, replicate, train upon, or modify the watermark algorithm or its models.

**2.5. Non-Removal of Markings.** The Customer shall not intentionally remove or tamper with any watermark, or any provenance metadata such as a C2PA manifest (Content Credentials), that the Service, or any library or model the Provider makes available, applies to content, or knowingly direct or assist others to do so. This does not apply to good-faith, legitimate processing in which changing or replacing that watermark or provenance metadata is necessary either to keep it accurate and functional after the content is edited, converted, or otherwise processed, or for a specific legitimate purpose such as a security audit or research.

## 3. SERVICE LEVELS AND SUPPORT

**3.1. Availability.** The Provider shall use commercially reasonable efforts to make the Service available at least 99.9% of the time during each calendar month, excluding: (a) planned downtime (of which the Provider shall give reasonable advance notice); and (b) any unavailability caused by circumstances beyond the Provider's reasonable control, including Force Majeure Events.

**3.2. Technical Support.** The Provider will provide technical support for the Service in accordance with the Provider's standard support policies then in effect. Support requests must be submitted via the Online Portal or the designated support email channels.

## 4. FEES AND PAYMENT

**4.1. Fees.** The Customer shall pay all fees specified in the applicable Order Forms, all fees for subscriptions to the Service purchased through the Online Portal (at the prices published by the Provider), and all usage-based fees, including fees for usage beyond purchased quotas. Except as otherwise specified herein or in an Order Form: (a) fees are quoted and payable in the currency stated in the applicable Order Form or, where there is none, in the currency shown in the Online Portal; (b) fees are based on Services and Certificate quotas purchased, not actual usage, except that usage-based fees are payable for actual usage at the prices specified in the Order Form or, where no Order Form specifies them, at the prices published by the Provider; (c) payments are due and payable within thirty (30) days of the date of invoice; and (d) payment obligations are non-cancelable and fees paid are non-refundable. The Provider will give the Customer at least thirty (30) days' written notice of any increase in the published prices for usage-based fees.

**4.2. Taxes.** Fees are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities, and the Customer shall be responsible for payment of all such taxes.

**4.3. Late Payments.** If any invoiced amount is not received by the Provider by the due date, then without limiting the Provider's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Non-payment of fees in material breach of this Agreement may constitute grounds for Certificate revocation under the Subscriber Agreement.

**4.4. Audit Rights.** The Provider reserves the right to audit the Customer's use of the Service to verify compliance with this Agreement and any volume tiers or quotas specified in the Order Form.

## 5. PROPRIETARY RIGHTS AND CONFIDENTIALITY

**5.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, the Provider and its licensors reserve all of their right, title, and interest in and to the Service, including all of the Provider's related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.

**5.2. Customer Data.** The Customer retains all right, title, and interest in and to the Service Data. The Customer hereby grants the Provider a worldwide, limited-term license to host, copy, transmit, and

display Service Data as necessary for the Provider to provide the Service in accordance with this Agreement.

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

5.4. Confidentiality.

(a) Definitions. "Disclosing Party" means the party disclosing Confidential Information, and "Receiving Party" means the party receiving it.

(b) Obligations. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except in performance of the Services) or divulge to any third person any such Confidential Information.

(c) Exclusions. Confidential Information does not include information that: (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

## 6. USE OF CERTIFICATES

The issuance, management, validity, and use of Certificates are further governed by the Subscriber Agreement.

## 7. WARRANTIES AND DISCLAIMERS

**7.1. Limited Warranty.** The Provider warrants that the Service will perform materially in accordance with the applicable Documentation.

**7.2. DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." THE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

## 8. LIMITATION OF LIABILITY

**8.1. Scope.** This Section 8 applies to and governs all claims arising out of or related to this Agreement and each of the related Transaction Documents, including without limitation the Order Form, the Master Services Agreement, the Subscriber Agreement, the Certificate Terms of Use, the Organization Validation (OV) Application, the Generator Product Validation (PV) Application, and any documents incorporated by reference therein (collectively, the "Transaction Documents"). For purposes of this

Section 8, references to "Provider" or "TCA" shall mean Trufo Inc. and its affiliates, and references to "Customer" or "Subscriber" shall mean the individual or legal entity identified in the Order Form.

**8.2. Exclusion of Consequential and Related Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY TRANSACTION DOCUMENT, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF ANY TRANSACTION DOCUMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR LOSS OF BUSINESS, REVENUE, PROFITS, OR GOODWILL; OR (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3. Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 8.4, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY OR ALL OF THE TRANSACTION DOCUMENTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO THE PROVIDER UNDER THE TRANSACTION DOCUMENTS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY; OR (B) ONE THOUSAND U.S. DOLLARS ($1,000 USD).

**8.4. Exceptions.** The limitations set forth in Sections 8.2 and 8.3 shall not apply to:

(a) The Customer's indemnification obligations under Section 9 of the Subscriber Agreement;

(b) Either party's breach of its confidentiality obligations under Section 5.4 of the Master Services Agreement or Section 10 of the Subscriber Agreement;

(c) The Customer's breach of the usage restrictions set forth in Section 2.2, Section 2.4, and Section 2.5 of the Master Services Agreement or Section 4.5 of the Subscriber Agreement;

(d) Either party's gross negligence, willful misconduct, or fraud;

(e) The Customer's obligation to pay fees and any related interest or collection costs; or

(f) Liability that cannot be limited or excluded under applicable law.

**8.5. Basis of the Bargain.** THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 REFLECT AN INFORMED, VOLUNTARY ALLOCATION OF RISK THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**8.6. Precedence.** In the event of any conflict between this Section 8 and any limitation of liability, disclaimer, or similar provision in any other Transaction Document, this Section 8 shall control.

## 9. TERM AND TERMINATION

**9.1. Term.** This Agreement commences on the Effective Date and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated.

**9.2. Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) immediately 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.

**9.3. Survival.** The sections titled "Fees and Payment," "Proprietary Rights and Confidentiality," "Warranties and Disclaimers," "Limitation of Liability," "General," and any other provisions that by their nature should survive termination, shall survive any termination or expiration of this Agreement.

## 10. GENERAL

**10.1. Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York, New York.

**10.2. Compliance with Laws.** Each party shall comply with all applicable laws, regulations, and rules in connection with its performance under this Agreement, including applicable export control and economic sanctions laws.

**10.3. Independent Contractors.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**10.4. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**10.5. Entire Agreement.** This Agreement, including all Order Forms and addenda, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Except as provided in Section 10.6, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

**10.6. Updates to this Agreement.** The Provider may update this Agreement by publishing the updated Agreement on the Provider’s website, and will notify the Customer of material updates by email or by a notice on the Provider’s website, at least thirty (30) days in advance for any update that materially and adversely affects the Customer, unless the law requires otherwise. Updates do not apply retroactively.