

MASTER SERVICES AGREEMENT

Sercha Master Services Agreement

Standard terms for Sercha platform subscriptions

Supplier	Sercha Technologies • ABN 93 702 066 420
Version	1.0
Effective	24 September 2026
Governing law	Queensland, Australia

This Master Services Agreement (MSA) sets out the standard terms on which Sercha Technologies (Sercha) provides its platform and related services. It applies to each Order Form that refers to it. It is accepted by the Customer by signing an Order Form, and it does not need to be signed separately.

1. Structure of the Agreement

1.1 Documents. The agreement between Sercha and the Customer (the Agreement) consists of: (a) each Order Form signed by both parties; (b) this MSA; and (c) the Data Processing Addendum (DPA). An Order Form includes any document titled Commercial Terms that is expressed to be a schedule to this MSA.

1.2 Order of precedence. If there is an inconsistency between the documents, they apply in this order: (a) the DPA, in respect of the handling of personal information; (b) this MSA; and (c) the Order Form. However, the Order Form prevails over this MSA and the DPA in respect of fees, services, ingestion allowances, service levels and term.

1.3 Separate Order Forms. Each Order Form forms a separate contract incorporating this MSA and the DPA. Terms in a Customer purchase order, portal or similar document do not form part of the Agreement, even if Sercha accepts or acknowledges that document.

2. The Service

2.1 Provision of the Service. Sercha will provide the platform, applications and services described in the Order Form (the Service) in accordance with the Agreement, with due care and skill.

2.2 Users. The Customer may permit the users described in the Order Form to use the Service on its behalf. The Customer is responsible for its users' compliance with the Agreement, for keeping login credentials secure, and for notifying Sercha promptly if it becomes aware of any unauthorised access to its account.

2.3 Changes to the Service. Sercha may update and improve the Service from time to time. Improvements that Sercha makes generally available are applied to the Customer at no additional cost. Sercha will not make a change that materially reduces the core functionality the Customer has subscribed to without giving at least 30 days' notice, in which case the Customer may cancel the affected Order Form without charge before the change takes effect.

2.4 Third-party services. The Service may connect to services that Sercha does not control, such as data rooms, document repositories and AI tools chosen by the Customer. The Customer's use of those services

is governed by their own terms. Sercha is not responsible for their availability or for how they handle information once it is delivered to them at the Customer's direction.

2.5 Support. Sercha will provide support as set out in the Order Form.

2.6 Pilot and beta features. Sercha may offer features identified as pilot, beta or preview, including connectors under development. They are optional, may change or be withdrawn, are excluded from any availability target, and are provided without the warranty in clause 9.2. Sercha will tell the Customer which features are in this category.

3. Customer obligations

3.1 Acceptable use. The Customer will use the Service only in accordance with the Agreement and applicable law, and will not use it to store or transmit anything that is unlawful, infringes the rights of others, or contains malicious code.

3.2 Rights to Customer Data. The Customer is responsible for Customer Data and warrants that it has all rights, consents and authority needed for Sercha to handle Customer Data as contemplated by the Agreement, including under any confidentiality agreement or data room terms that apply to it.

3.3 Restrictions. Except with Sercha's prior written consent or to the extent the restriction is prohibited by law, the Customer will not: (a) resell, sublicense, rent or otherwise make the Service available to any third party, other than its permitted users; (b) copy, modify or create derivative works of the Service; (c) reverse engineer, decompile or disassemble the Service, or attempt to derive its source code, models, prompts, schemas or underlying methods; (d) use the Service to build or train a competing product or service; (e) remove or obscure proprietary notices; or (f) circumvent access controls or usage limits.

3.4 Suspension. Sercha may suspend access to the Service, to the minimum extent and for the minimum time reasonably necessary, if the Customer's use poses a material security risk to the Service or to others, or breaches clause 3.1 or 3.3. Sercha will give notice before suspending where reasonably practicable, and will restore access promptly once the cause is resolved. Suspension for non-payment is dealt with in the Order Form.

4. Professional services

4.1 Scope. Where Sercha agrees to perform configuration, implementation, workflow development or other professional services (Professional Services), their scope, fees and any estimate will be set out in an Order Form, a statement of work or a written quote accepted by the Customer (including by email). Unless agreed otherwise, Professional Services are performed remotely and charged on a time and materials basis at the rate in the Order Form.

4.2 Estimates and changes. Estimates are made in good faith on the information available. Sercha will tell the Customer as soon as it becomes aware that an estimate is likely to be exceeded, and will not exceed an approved estimate by more than 10% without the Customer's further written approval. Either party may request a change to agreed scope, and the change applies once both parties agree it in writing.

4.3 Acceptance. Where Professional Services produce a workflow, integration or other deliverable, the Customer will review it and notify Sercha of any material non-conformity with the agreed scope within 10 business days of delivery. Sercha will correct notified non-conformities at no additional charge. A deliverable is accepted when the Customer confirms acceptance, uses it in production, or does not notify a non-conformity within that period.

4.4 Customer assistance. The Customer will provide the information, materials, access and decisions reasonably needed for Sercha to perform the Service and any Professional Services. Sercha is not responsible for delays caused by the Customer not doing so.

4.5 Ownership of deliverables. Deliverables form part of the Service and are owned by Sercha under clause 13, and the Customer may use them as part of the Service during the term. Customer Data processed or produced by a deliverable remains Customer Data.

5. Customer Data and AI

5.1 Ownership. As between the parties, the Customer owns all Customer Data.

5.2 Licence to Sercha. The Customer grants Sercha a non-exclusive licence, for the term of the Agreement, to host, copy, process, transmit and display Customer Data only as necessary to provide, secure and support the Service and to comply with law.

5.3 No training. Sercha will not use Customer Data to train or improve models that are made available to any other customer, and will engage AI model providers only on terms that prohibit them from using Customer Data to train their models.

5.4 Usage data. Sercha may collect technical and usage information about the operation of the Service, such as page counts, performance metrics and feature use, and may use it to operate, secure and improve the Service, provided that it does not disclose Customer Data or identify the Customer or any individual to any third party.

5.5 Outputs. Outputs generated by the Service from Customer Data form part of Customer Data. Outputs are produced with automated tools and may be incomplete or inaccurate. They are provided with citations to source documents so that the Customer can verify them, and the Customer is responsible for reviewing outputs before relying on them.

6. Privacy and security

6.1 Personal information. Each party will comply with the Privacy Act 1988 (Cth) in respect of personal information handled under the Agreement. The DPA governs how Sercha handles personal information contained in Customer Data.

6.2 Security. Sercha will maintain administrative, technical and physical safeguards appropriate to the nature of Customer Data, including encryption of Customer Data in transit and at rest, role-based access control, logical separation of Customer Data and audit logging, as further described in the DPA.

6.3 Location. Customer Data is stored and hosted in Australia. Any processing of Customer Data outside Australia by a sub-processor is limited to what is set out in the DPA.

6.4 Security incidents. Sercha will notify the Customer without undue delay after becoming aware of any confirmed unauthorised access to, or disclosure or loss of, Customer Data, and will act in accordance with the DPA.

6.5 Restricted information. Unless agreed in writing, the Customer will not upload payment card data, government identifiers or health information to the Service, other than where such information is incidentally contained in documents processed in the ordinary course of the Customer's use of the Service.

7. Fees and payment

7.1 Fees. The Customer will pay the fees set out in the Order Form. Unless the Order Form states otherwise, fees are in Australian dollars, exclusive of GST, and payable within 14 days of the invoice date.

7.2 Disputed invoices. If the Customer disputes an invoice in good faith, it will notify Sercha within 14 days of the invoice date with reasons, and pay any undisputed portion. The parties will work together to resolve the dispute promptly.

7.3 GST and taxes. Where GST applies to any supply under the Agreement, the Customer will pay the GST in addition to the fee, on receipt of a valid tax invoice. Each party is responsible for its own other taxes.

8. Term and termination

8.1 Term. This MSA applies from the date the first Order Form is signed until every Order Form has ended. The term of each Order Form is as stated in it.

8.2 Termination. Cancellation and termination rights are set out in the Order Form. If an Order Form does not address them, either party may terminate it: (a) on 30 days' written notice of a material breach that is not remedied within that period; or (b) immediately by notice if the other party suffers an Insolvency Event.

8.3 Effect of termination. On termination of an Order Form, the Customer's access to the relevant Service ends, and the Customer will pay any fees accrued up to the date of termination. Sercha will provide an export of Customer Data and delete it as set out in the Order Form and the DPA. If the Order Form does not address this, Sercha will make an export available for 30 days and delete Customer Data within 90 days after termination.

8.4 Survival. Clauses 3.2, 3.3, 4.5, 5, 8.3, 9.4, 10, 11, 12, 13 and 14, and any accrued rights and obligations, survive termination.

9. Warranties

9.1 Mutual. Each party warrants that it has full power and authority to enter into and perform the Agreement.

9.2 Service warranty. Sercha warrants that the Service will perform materially in accordance with the Order Form and that it will provide any services with due care and skill.

9.3 Remedy. If the Service does not comply with clause 9.2, the Customer will notify Sercha and Sercha will use reasonable efforts to correct the non-compliance. If Sercha does not correct it within 30 days of notice, the Customer may terminate the affected Order Form and receive a refund of any prepaid fees for the period after termination.

9.4 Disclaimer. Except as expressly set out in the Agreement and to the extent permitted by law, Sercha gives no other warranty in respect of the Service, and does not warrant that the Service or its outputs will be uninterrupted, error-free or complete. The Service is an analytical tool. Its outputs do not constitute legal, tax, financial product or investment advice, a valuation, audit, assurance or a due diligence opinion.

10. Limitation of liability

10.1 Cap. Each party's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), statute or otherwise, is limited to the total fees paid or payable by the Customer in the 12 months immediately preceding the event giving rise to the claim.

10.2 Excluded loss. Neither party is liable for indirect or consequential loss, or for loss of profit, revenue, goodwill, anticipated savings, business opportunity or data (other than the cost of restoring data from backup), however arising.

10.3 Carve-outs. Clauses 9.1 and 9.2 do not apply to: the Customer's obligation to pay fees; either party's breach of clause 12 (Confidentiality); Sercha's breach of clause 6 (Privacy and security) or the DPA caused by its wilful misconduct; a party's infringement of the other's intellectual property; or liability that cannot be excluded or limited at law.

10.4 Australian Consumer Law. Nothing in the Agreement excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded. Where Sercha's

liability for failure to comply with such a guarantee may be limited under section 64A of the Australian Consumer Law, it is limited, at Sercha's option, to supplying the services again or paying the cost of having them supplied again.

10.5 Mitigation. Each party's liability is reduced to the extent the other party caused or contributed to the loss.

11. Indemnities

11.1 By Sercha. Sercha will defend the Customer against any third-party claim that the Service, as provided by Sercha, infringes that party's intellectual property rights, and will indemnify the Customer for amounts finally awarded or agreed in settlement. If such a claim is made or likely, Sercha may, at its option, modify the Service so it is non-infringing, obtain a licence for the Customer's continued use, or terminate the affected Order Form and refund prepaid fees for the period after termination. This clause does not apply to claims arising from Customer Data, from the Customer's modification of the Service or combination of it with anything not supplied by Sercha, or from use in breach of the Agreement.

11.2 By the Customer. The Customer will defend Sercha against any third-party claim arising from Customer Data or from a breach of clause 3.2, and will indemnify Sercha for amounts finally awarded or agreed in settlement.

11.3 Procedure. The indemnified party must notify the indemnifying party promptly of the claim, allow it to control the defence and settlement (provided no settlement imposes an admission or obligation on the indemnified party without its consent), and give reasonable assistance at the indemnifying party's cost.

12. Confidentiality

12.1 Obligations. Each party (the recipient) will use the other party's Confidential Information only to perform its obligations or exercise its rights under the Agreement, and will not disclose it except to its personnel, advisers, sub-processors and subcontractors who need to know it and are bound by confidentiality obligations no less protective than this clause. The recipient is responsible for any breach of this clause by those persons.

12.2 Exceptions. Confidential Information does not include information that is or becomes public other than through a breach of this clause, was lawfully known to the recipient without restriction before disclosure, is lawfully received from a third party without restriction, or is independently developed without use of the Confidential Information.

12.3 Required disclosure. The recipient may disclose Confidential Information where required by law, a court or a stock exchange, provided it gives the other party prompt notice where lawful and discloses only what is required.

12.4 Duration. These obligations continue for five years after the Agreement ends, and indefinitely for Customer Data, trade secrets and source code.

13. Intellectual property

13.1 Sercha IP. Sercha and its licensors own all intellectual property in the Service, including the platform, software, models, extraction methodology, schemas, workflows, review rules, templates as implemented in the Service, configuration built for the Customer, and documentation. The Customer's rights are limited to those expressly granted in the Agreement. Sercha may use generic capabilities, methods and know-how developed in providing the Service for other customers, but never Customer Data or the Customer's Confidential Information.

13.2 Customer IP. The Customer owns Customer Data and the materials it provides to Sercha, such as checklists, templates and standard terms. Sercha may use them only to provide the Service to the Customer.

13.3 Feedback. Sercha may use any feedback or suggestions provided by the Customer without restriction or obligation.

14. General

14.1 Governing law. The Agreement is governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and courts entitled to hear appeals from them.

14.2 Disputes. Before starting court proceedings (other than for urgent interlocutory relief), a party must give the other written notice of the dispute, and senior representatives of both parties must meet and attempt in good faith to resolve it within 20 business days of that notice. If the dispute is not resolved in that time, either party may refer it to mediation in Brisbane, administered by the Resolution Institute, with the costs of the mediator shared equally. Either party may start proceedings if the dispute is not resolved within 30 business days after the referral to mediation.

14.3 Notices. Notices under the Agreement must be in writing and may be sent by email to the addresses set out in the Order Form, or as later notified. An email notice is received when it enters the recipient's server, unless the sender receives an automated message that it was not delivered.

14.4 Assignment. Neither party may assign or novate the Agreement without the other's prior written consent, not to be unreasonably withheld, except that either party may assign it on notice to a successor to all or substantially all of its business or assets to which the Agreement relates, provided the successor agrees in writing to be bound by it.

14.5 Subcontracting. Sercha may use subcontractors and sub-processors to provide the Service, subject to the DPA, and remains responsible for their performance.

14.6 Force majeure. Neither party is liable for delay or failure to perform (other than a payment obligation) caused by events beyond its reasonable control, provided it notifies the other party promptly and uses reasonable efforts to minimise the effect. If such an event continues for more than 30 days, either party may terminate the affected Order Form by notice.

14.7 Changes to this MSA. Sercha may publish updated versions of this MSA. A new version applies only to Order Forms signed after it is published, or where both parties agree in writing. An existing Order Form continues on the version it refers to.

14.8 Non-solicitation. During the term of the Agreement and for 12 months afterwards, neither party will directly solicit for employment any employee of the other party who was materially involved in the Service, without the other party's consent. General advertising, and hiring a person who responds to it, is not solicitation.

14.9 Publicity. Neither party may use the other's name or logo in marketing without the other's prior written consent.

14.10 Entire agreement and variation. The Agreement is the entire agreement between the parties about its subject matter and supersedes all prior proposals, representations and understandings, including any proposal, pamphlet or presentation. It may be varied only in writing signed by both parties, which may include an exchange of emails expressly agreeing to the variation.

14.11 Miscellaneous. The parties are independent contractors. A failure or delay in exercising a right is not a waiver of it. If any provision is unenforceable, it is severed and the rest of the Agreement continues. The Agreement may be signed electronically and in counterparts.

15. Definitions

Confidential Information means information disclosed by or on behalf of a party that is marked or identified as confidential or that a reasonable person would understand to be confidential, including Customer Data (which is the Customer's Confidential Information) and the non-public aspects of the Service (which are Sercha's Confidential Information).

Customer means the entity named as the customer in an Order Form.

Customer Data means all documents, data and other content uploaded to, connected to or ingested into the Service by or for the Customer, and all outputs generated from them, including extracted data, review decisions and exports.

Insolvency Event means a party becoming insolvent, having an administrator, liquidator, receiver or controller appointed, entering into an arrangement with its creditors, or ceasing to carry on business, other than for the purpose of a solvent reconstruction.

Order Form means a document signed by both parties that refers to this MSA and sets out the Service, fees and term, including Commercial Terms expressed to be a schedule to this MSA.

This agreement follows the structure of the Common Paper Cloud Service Agreement (Version 2.1), available at commonpaper.com/standards/cloud-service-agreement, which is licensed under CC BY 4.0. It has been substantially modified and adapted for Australian law by Sercha Technologies, and is not endorsed by Common Paper.