

# TERMS AND CONDITIONS

## IWB MTR VALIDATION SERVICE

International Welding Bureau, LLC  
Effective Date: October 13, 2026

IMPORTANT: THE SERVICE USES COMMERCIAL ARTIFICIAL INTELLIGENCE TO READ MILL TEST REPORTS AND DETERMINISTIC RULES TO EVALUATE THEM AGAINST CODE REQUIREMENTS. IT IS A DECISION-SUPPORT TOOL ONLY. IT DOES NOT REPLACE PROFESSIONAL ENGINEERING JUDGMENT OR INDEPENDENT VERIFICATION. YOU MUST VERIFY ALL RESULTS BEFORE MAKING ANY COMPLIANCE, SAFETY, ACCEPTANCE, OR PROCUREMENT DECISION.

### 1. ACCEPTANCE OF TERMS

#### 1.1 Agreement

By clicking "I Agree," creating an account, or using the IWB MTR Validation Service (the "Service") provided by International Welding Bureau, LLC ("IWB," "we," "us," "our"), you agree to be bound by these Terms and Conditions, including Schedule A (Data Processing Addendum) and Schedule B (Sub-processors) (together, the "Terms"). If you do not agree, do not use the Service.

#### 1.2 Organizations

The Service is 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 the Service under a Customer account is an "Authorized User" and must comply with these Terms.

#### 1.3 Business Use Only

The Service is offered for commercial and professional use only. It is not offered to consumers for personal, family, or household purposes.

### 2. DEFINITIONS

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

"Admin" means an Authorized User assigned the Organization Admin role.

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

"Applicable Codes" means the codes, standards, and specifications against which the Service validates, including specifications of ASME and ASTM.

"Customer Data" means all documents, data, and other materials uploaded to or generated in the Service by or for the Customer, including MTRs, extracted values, corrections, Reports, and signature records.

"Exception Report" means the portion of a Report that lists in-scope requirements the Service does not validate deterministically for the selected code sections.

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

"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 the Final Validation Report and any other validation result, flag, summary, or output produced by the Service.

"Scan" means one run of the Service'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 the Service.

### 3. DESCRIPTION OF THE SERVICE

#### 3.1 What the Service Does

The Service reads MTRs uploaded in PDF format, extracts the reported values, compares those values against the requirements of the Applicable Codes as encoded in IWB'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.

#### 3.2 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 the Service presents extracted values for review and flags values extracted with low confidence.

#### 3.3 Scope of Validation

The Service 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 IWB has encoded, for the product forms identified in IWB's published coverage information. The Service evaluates three categories of requirements: chemical composition, mechanical properties, and heat treatment. The Service does not validate filler metals, supplementary requirements, or any requirement not identified in IWB's published coverage information. IWB may change or expand the scope of the Service, and IWB's published coverage information at the time of a Scan controls.

#### 3.4 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 3.3.

#### 3.5 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.

#### 3.6 No Warranty

This Section 3 describes the design of the Service. It does not create any warranty, guarantee, or representation regarding performance, accuracy, or fitness for any purpose. The Service is provided as described in Section 12.

### 4. AI LIMITATIONS AND REQUIRED VERIFICATION

#### 4.1 Nature of the Service

THE SERVICE IS A DECISION-SUPPORT TOOL. YOU ACKNOWLEDGE THAT:

- (a) The Service assists qualified professionals but does not replace professional engineering judgment or independent verification.

- (b) The Service may produce errors, omissions, inaccuracies, false positives, or false negatives, including errors in extracting values from an MTR.
- (c) Reports do not constitute professional engineering certification, third-party inspection, or official compliance verification.
- (d) Code requirements may be amended, and the 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 the uploaded document.

#### 4.2 Accuracy Statements

Any accuracy figure published by IWB describes the results of IWB's internal testing under defined conditions. It is not a warranty or guarantee of the result for any MTR.

#### 4.3 Mandatory Verification

YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL REPORTS against the source documents, the Applicable Codes, your contract requirements, and applicable regulations before any compliance, acceptance, or safety decision.

#### 4.4 Safety-Critical Prohibition

YOU SHALL NOT RELY SOLELY ON THE SERVICE FOR SAFETY-CRITICAL OR HIGH-CONSEQUENCE DECISIONS, including material acceptance for nuclear, pressure vessel, pipeline, structural, or aerospace applications; 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 of Organization Admin, User, or Viewer. Admins manage the Account, Authorized Users, billing, and settings. Viewers may view only the Project Folders shared with them and cannot run Scans. 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. Admins may require two-factor authentication for all Authorized Users. You must notify IWB promptly at the address in Section 20.7 of any unauthorized access to the Account.

### 5.3 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 7.4.

## 6. LICENSE AND RESTRICTIONS

Subject to these Terms and payment of all charges, IWB grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for its Authorized Users to use the Service for the Customer's internal business purposes. You shall not:

- (a) copy, modify, or create derivative works of the Service;
- (b) reverse engineer the Service or attempt to derive its source code, rules, rules database, algorithms, or data models;
- (c) extract, scrape, or systematically query the Service to reproduce its rules or requirement values;
- (d) use the Service to build or benchmark a competing product;

- (e) sell, sublicense, or transfer access to the Service;
- (f) use the Service for any unlawful purpose or upload malicious code;
- (g) interfere with or attempt to bypass the security of the Service;
- (h) remove proprietary notices;
- (i) access the Service by automated means except through interfaces IWB makes available to you for that purpose; or
- (j) represent any Report as a certification without independent professional review.

## 7. FEES, WALLET, AND PAYMENT

### 7.1 Prepaid Wallet

The Service 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"). IWB does not receive or store full payment card numbers. Payment processing is also subject to Stripe's terms.

### 7.2 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.

### 7.3 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.

### 7.4 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.

### 7.5 Insufficient Funds

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

### 7.6 Auto-Recharge

An Admin may enable Auto-Recharge. By enabling it, the Customer authorizes IWB, 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.

### 7.7 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.

### 7.8 Refunds for System Errors

All charges are final except as stated in this Section 7.8. If a Scan was charged but did not produce a usable result because of an IWB 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. IWB 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 result where the Service operated as designed, illegible or poor-quality documents, documents outside the scope in Section 3.3, or Scans the Customer did not need. Admins cannot issue refunds.

#### **7.9 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.

#### **7.10 Price Changes**

IWB may change 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.

#### **7.11 Taxes and Records**

Prices exclude taxes. IWB may collect applicable taxes at the time of purchase. Purchases, charges, and adjustments are recorded in the Billing Center ledger, which the Customer may export.

## **8. CUSTOMER DATA**

### **8.1 Ownership**

The Customer retains ownership of Customer Data.

### **8.2 License to IWB**

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

### **8.3 AI Providers**

MTRs are sent to commercial AI providers solely to extract data. IWB 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**

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

### **8.5 No AI Training**

IWB does not use Customer Data to train artificial intelligence models.

### **8.6 Disclosure**

IWB does not sell Customer Data. IWB discloses Customer Data only to its sub-processors to provide the Service, as the Customer directs, or as required by law.

### **8.7 Security**

IWB 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**

IWB retains Customer Data while the Account is active. Authorized Users cannot delete saved records in the Service. An Admin may request deletion of specific records or all Customer Data by written request under Section 20.7. IWB deletes Customer Data ninety (90) days after the Account is closed or terminated. During that ninety-day period, IWB will provide the Customer's Reports on an Admin's request. Residual copies in backups are deleted in the ordinary course of backup rotation. IWB may retain data longer where required by law.

## 8.9 Customer Responsibilities for Data

You represent that you have all rights needed to upload Customer Data and that uploading it does not violate any law or third-party right. You will not upload Personal Data beyond what is reasonably needed to validate MTRs.

## 9. ELECTRONIC SIGNATURES

### 9.1 Consent

By using the sign-off functions, each Authorized User agrees to sign electronically and agrees that an electronic signature made through the 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 records the signer's name, the time, and the IP address against the request, with the signer's account or email as evidence of identity. Signature requests keep an audit trail and PDF history.

### 9.3 External Signers

When the Customer sends a signature request to an External Signer, the Customer warrants that the External Signer has agreed to sign electronically and to the recording of the information in Section 9.2.

### 9.4 IWB's Role

IWB provides the signing tool only. IWB does not verify the identity of signers beyond the account or email used, is not a party to any document signed, and is not responsible for the legal effect of any sign-off between the Customer and its signers.

## 10. PRIVACY

### 10.1 Information Collected

IWB collects: account information (names, business email addresses, phone numbers, organization, and role); authentication and security data; IP addresses and timestamps from sign-ins and signatures; content of support tickets; billing records (payment cards are processed by Stripe); usage logs; and any Personal Data that appears in uploaded MTRs, such as the names of quality personnel.

### 10.2 Use

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

### 10.3 Roles

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

### 10.4 Location

The Service is operated from the United States, and Personal Data is processed and stored in the United States.

### 10.5 Sub-processors

IWB uses the sub-processors listed in Schedule B. IWB may update Schedule B by notice to Admins under Section 20.2.

### 10.6 Individual Requests

Individuals may request access to, correction of, or deletion of their Personal Data by writing to the address in Section 20.7. Where IWB holds the data as the Customer's processor, IWB 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

Reports display required values and code section references to identify the requirement evaluated. They are not a substitute for the Applicable Codes.

### 11.3 Rules Database

IWB's rules database consists of factual requirements, such as numerical limits, ranges, and logic conditions, compiled by IWB. It does not contain or reproduce the text of the Applicable Codes.

### 11.4 No Affiliation

IWB is not affiliated with, endorsed by, sponsored by, or approved by ASME, ASTM, or any other standards body. Their names and specification designations are used only to identify the specifications validated against.

### 11.5 Code Editions

Reports identify 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 SERVICE AND ALL REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. IWB DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY OF EXTRACTION OR RESULTS, COMPLIANCE WITH ANY CODE OR STANDARD, AND WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. IWB DOES NOT WARRANT THAT THE SERVICE WILL IDENTIFY ALL DEFICIENCIES IN ANY MTR OR THAT IT WILL BE UNINTERRUPTED OR ERROR-FREE.

## 13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IWB SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS, BUSINESS INTERRUPTION, PERSONAL INJURY, OR PROPERTY DAMAGE, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY.

IWB'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS CHARGED AGAINST THE CUSTOMER'S WALLET FOR USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US \$100).

These limitations reflect a fair allocation of risk and are an essential part of the bargain. IWB would not provide the Service without them.

## 14. CUSTOMER RESPONSIBILITIES

You represent and warrant that: you are a commercial or professional user with relevant industry experience; you have authority to accept these Terms; you have the rights to upload Customer Data; you will independently verify all Reports; you will maintain quality assurance processes that do not rely solely on the Service; you will not use Reports as the sole basis for safety-critical decisions; your personnel using the Service are properly trained; you will comply with applicable laws and standards; and your use will not infringe third-party rights.

## 15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless IWB and its 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 Service; Customer Data; reliance on Reports without verification; signature requests you send, including any claim that an External Signer did not consent to sign electronically; your violation of these Terms or applicable law; and third-party claims arising from materials you accepted or rejected based on Reports.

## 16. INTELLECTUAL PROPERTY

IWB retains all rights in the Service, including its software, rules, rules database, algorithms, models, configurations, Aggregated Statistics, and documentation. You assign to IWB all feedback and suggestions you provide about the Service. "International Welding Bureau," "IWB," and related marks are trademarks of IWB.

## 17. TERM AND TERMINATION

### 17.1 Term

These Terms remain in effect until the Account is closed or terminated.

### 17.2 Closure by Customer

An Admin may close the Account by written notice under Section 20.7.

### 17.3 Suspension and Termination by IWB

IWB may suspend or terminate the Account immediately for breach of these Terms, non-payment, or legal requirement, and may terminate for convenience on thirty (30) days' notice to Admins.

### 17.4 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 Section 7.9; and Customer Data is handled under Section 8.8.

### 17.5 Survival

Sections 4, 7.8, 7.9, 8.4, 8.8, 9.3, 9.4, 11, 12, 13, 15, 16, 17.4, 19, and 20, and Schedule A for as long as IWB 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. IWB may suspend the Account immediately to comply with these laws.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

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 SERVICE 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 IWB 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.

Notwithstanding the foregoing, either party 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 the Service or its rules database.

## 20. GENERAL PROVISIONS

### 20.1 Entire Agreement

These Terms, including the Schedules, are the entire agreement between the Customer and IWB regarding the Service and supersede all prior agreements and understandings. If these Terms conflict with Schedule A on the processing of Personal Data, Schedule A controls.

### 20.2 Changes to These Terms

IWB may update these Terms. IWB 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 Service after the effective date constitutes acceptance. The current version is posted on IWB's website.

### 20.3 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.

### 20.4 Assignment

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

### 20.5 Force Majeure

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

### 20.6 Use Outside the United States

The Service is operated from the United States. If you use the Service from another country, you are responsible for complying with the laws of that country.

### 20.7 Notices

Notices to IWB must be sent to [support@internationalweldingbureau.com](mailto:support@internationalweldingbureau.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.

### 20.8 Relationship

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

### 20.9 Language

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

## 21. ACKNOWLEDGMENT

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

☐ I AGREE TO THE TERMS AND CONDITIONS**SCHEDULE A: DATA PROCESSING ADDENDUM****A.1 Scope**

This Schedule applies where IWB 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 IWB is the processor or service provider, of that Personal Data.

**A.3 Instructions**

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

**A.4 Confidentiality**

IWB ensures that personnel authorized to process the Personal Data are bound by obligations of confidentiality.

**A.5 Security**

IWB implements the measures described in Section 8.7 of the Terms.

**A.6 Sub-processors**

The Customer gives general authorization for IWB to engage the sub-processors listed in Schedule B. IWB will give Admins notice of new sub-processors under Section 20.2 of the Terms. The Customer may object by closing the Account before the change takes effect. IWB 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, IWB will provide reasonable assistance with data subject requests, data protection impact assessments, and consultations with supervisory authorities.

**A.8 Personal Data Breach**

IWB 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 Service, IWB deletes Personal Data as described in Section 8.8 of the Terms, unless retention is required by law.

**A.10 Audits**

IWB will make available, on request and under a confidentiality agreement, its most recent SOC 2 report covering the environment that hosts the Service. If the Customer reasonably requires further information to demonstrate compliance, IWB 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 IWB 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, and individuals named in uploaded MTRs. Categories of data: names, business contact information, roles, IP addresses, timestamps, signatures, and support communications.

Sensitive data: none intended. Purpose: providing the Service, including extraction, validation, storage, sharing, 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**

IWB 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 Service, 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 Service.
2. Stripe, Inc., United States. Payment processing for Wallet purchases and Auto-Recharge.
3. Commercial AI providers under contractual terms prohibiting retention of Customer documents and training on them. Extraction of data from MTRs.
4. Zoho Corporation (Zoho Desk). Support ticket management for Report Issue.

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