

SERVICE AGREEMENT - VIRTUAL MOVING TECHNOLOGIES, LLC

This Service Agreement (the “Agreement”) is a binding agreement between Virtual Moving Technologies, LLC, a New York limited liability company with an address at 2696 Curry Road, Schenectady, New York 12303 (“VMT”), and the business or other legal entity accepting this Agreement (“Customer”). The individual accepting this Agreement represents that the individual has authority to bind Customer.

BY CHECKING THE ACCEPTANCE BOX, CLICKING “CONTINUE TO SECURE CHECKOUT” OR A SIMILAR BUTTON, COMPLETING AN ORDER, ACCESSING THE SERVICES, OR OTHERWISE INDICATING ACCEPTANCE, CUSTOMER AGREES TO THIS AGREEMENT. IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND CUSTOMER OR CUSTOMER DOES NOT AGREE, CUSTOMER MUST NOT PURCHASE OR USE THE SERVICES. THE AGREEMENT APPLIES ONLY TO BUSINESS CUSTOMERS AND NOT TO PURCHASES PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

1. ORDERS AND SERVICES

1.1 Orders. Each purchase, checkout selection, subscription confirmation, order form, statement of work, or other ordering document accepted by VMT is an “Order.” An Order identifies the selected services, plan, billing interval, included usage, overage rates, and other commercial terms. Each Order is incorporated into this Agreement. If an Order conflicts with this Agreement, the Order controls only for the specific commercial term expressly stated in the Order.

1.2 Services. VMT may provide platform access, self-service or managed video surveys, artificial-intelligence processing, human review or quality assurance, inventories, cube sheets, reports, notes, integrations, training, support, and related services (collectively, the “Services”). Features, workflows, human involvement, and usage allowances may vary by Order. Custom development is excluded unless governed by a separate written agreement or statement of work.

1.3 Changes. VMT may improve, modify, replace, or discontinue features from time to time, provided that VMT will not materially reduce the core functionality of a paid Service during the then-current billing period. Beta, preview, trial, or experimental features may be changed or withdrawn at any time and are provided without warranty.

1.4 Service Targets. Any availability, processing, response, delivery, or turnaround time stated on a website, in marketing, or by VMT personnel is an estimate or nonbinding target unless an Order or separate service-level agreement expressly states otherwise.

2. ACCOUNTS AND ACCEPTABLE USE

2.1 Accounts. Customer is responsible for its accounts, users, credentials, equipment, network connections, and all activity occurring under its accounts. Customer will provide accurate information, maintain account security, promptly notify VMT of suspected unauthorized access, and ensure that its users comply with this Agreement.

2.2 Restrictions. Customer will not, and will not permit any third party to: (a) use the Services unlawfully or outside the scope of an Order; (b) upload malicious code or interfere with the Services; (c) attempt unauthorized access, security testing, scraping, or circumvention of usage controls; (d) reverse engineer, decompile, disassemble, copy, frame, mirror, or create derivative works of the Services except to the limited extent a restriction is prohibited by law; (e) resell, sublicense, time-share, or provide the Services to third parties except for Customer’s authorized business use in serving its own customers; (f) remove proprietary notices; (g) use the Services or Outputs to develop, train, or benchmark a competing product or model; or (h) submit content Customer lacks the right to process.

2.3 Compliance. Customer is solely responsible for its moving, estimating, pricing, sales, claims, dispatch, transportation, storage, employment, and other business activities and for compliance with laws applicable to those activities.

3. FEES, BILLING, AND TAXES

3.1 Recurring Charges. Customer authorizes VMT and its payment processor to charge the payment method provided for all fees, recurring monthly subscription charges, usage-based charges, overages, taxes, and other amounts shown in an Order. Subscriptions renew automatically each month until canceled in accordance with Section 11.

3.2 Usage and Overages. Usage is measured using VMT's records. Charges exceeding included allowances accrue automatically at the rates displayed in the applicable Order. Usage information shown in the platform is provided for convenience and may not be instantaneous. Customer remains responsible for all actual usage, including usage occurring before cancellation or suspension.

3.3 Payment. Fees are due when charged and are noncancelable and nonrefundable except as expressly stated in this Agreement or required by law. VMT does not store full payment-card details when payment is processed through Quickbooks or another third-party processor. If payment remains unsuccessful for two business days, VMT may suspend access without waiving Customer's payment obligations.

3.4 Price Changes. VMT may change recurring prices, included usage, or overage rates on at least 30 days' notice. A change will apply no earlier than the next monthly renewal following the notice period. Customer may cancel before the change takes effect.

3.5 Taxes and Disputes. Fees exclude sales, use, excise, value-added, and similar taxes, which Customer will pay except taxes based on VMT's net income. Customer must notify VMT at info@virtualmovingtech.com of a good-faith billing dispute within 30 days after the charge; otherwise, the charge is deemed accepted to the extent permitted by law.

4. CUSTOMER CONTENT, RECORDINGS, AND CONSENT

4.1 Customer Content. "Customer Content" means information submitted to or collected through the Services on Customer's behalf, including video, photographs, audio, names, contact details, addresses, household-goods information, access instructions, survey responses, device or transaction metadata, and related files. As between the parties, Customer and the applicable data subjects retain their rights in Customer Content.

4.2 License to VMT. Customer grants VMT and its affiliates, contractors, and subprocessors a worldwide, nonexclusive, royalty-free license to host, copy, transmit, record, reproduce, process, analyze, modify, display, create derived data from, and otherwise use Customer Content as reasonably necessary to provide, secure, support, administer, improve, and enforce the Services; comply with law; prevent fraud or misuse; and exercise VMT's rights under this Agreement.

4.3 Recording and Privacy Consent. Customer represents and warrants that it has provided all required notices and obtained all required permissions, authorizations, and consents from transferees, occupants, employees, contractors, and other persons whose information, image, voice, home, possessions, or property may be recorded or processed. Customer will require the transferee or other authorized participant to affirmatively consent on the participant's device before a recorded survey begins. Customer will not direct VMT to record or process information unlawfully.

4.4 Requests and Cooperation. Customer is responsible for receiving and validating requests from its transferees and other data subjects relating to Customer Content. VMT may require identity, authority, account, or file verification before acting. Subject to law, technical feasibility, security, and applicable fees, VMT may assist with access, sharing, correction, restriction, or deletion requests. VMT may communicate directly with a requester when reasonably necessary to verify or fulfill a request.

4.5 Retention. VMT may retain Customer Content and related records for up to seven years after collection or termination, subject to VMT's then-current retention practices. VMT may retain information longer where

reasonably necessary for legal compliance, dispute resolution, fraud prevention, security, backup restoration, or enforcement, and may delete information sooner where storage is not part of the purchased Service or deletion is requested and legally permissible. Deletion from active systems may not result in immediate deletion from encrypted backups.

4.6 Export. During an active subscription, Customer may download available PDF inventory outputs. Except as expressly included in an Order, VMT does not guarantee export of source recordings, metadata, or data in any particular format.

5. DATA USE, PRIVACY, AND SECURITY

5.1 Product Improvement. VMT may use Customer Content to operate and improve the Services. VMT may also create and use aggregated or de-identified information that does not reasonably identify Customer or an individual for analytics, benchmarking, research, model training, and product development. VMT will use identifiable Customer Content for model training or product improvement only as disclosed in its privacy policy, authorized by Customer, or otherwise permitted by applicable law and valid consent.

5.2 Third-Party Providers. VMT may use hosting, storage, communications, payment, analytics, artificial-intelligence, and other service providers to process Customer Content. VMT will not knowingly authorize a third-party provider to use identifiable Customer Content to train a general-purpose model for the provider's independent benefit unless disclosed and permitted by applicable consent and law.

5.3 Privacy Policy and DPA. VMT's then-current privacy policy is incorporated by reference and describes VMT's data practices. If applicable law or an agreed enterprise requirement requires a data processing addendum, the parties will enter VMT's then-current data processing addendum. Customer acknowledges that it may act as a business, controller, or similar responsible party for Customer Content, while VMT generally processes Customer Content to provide the Services.

5.4 Security. VMT will maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the nature of Customer Content. No system is completely secure, and VMT does not warrant that unauthorized access, loss, or security incidents will never occur. VMT will notify Customer of a confirmed security incident affecting Customer Content when and as required by applicable law.

6. ARTIFICIAL INTELLIGENCE AND OUTPUTS

6.1 AI Processing. The Services may use automated systems, machine learning, third-party models, human review, or combinations of these methods, and VMT may change the method used. "Outputs" include inventories, measurements, classifications, cube sheets, notes, estimates, reports, recommendations, summaries, and other results generated or delivered through the Services.

6.2 Known Limitations. Outputs may be incomplete, inaccurate, duplicated, inconsistent, delayed, or unsuitable for Customer's intended use. Video quality, connectivity, user conduct, hidden items, camera angles, lighting, model limitations, and incomplete information may affect results. VMT does not warrant that any Output identifies every item, condition, risk, dimension, weight, volume, access issue, or service requirement.

6.3 Required Review. Customer must independently review and validate Outputs before using them for estimates, pricing, quotes, contracts, crew or vehicle planning, packing, dispatch, transportation, storage, insurance, valuation, claims, compliance, or decisions affecting a customer or third party. Customer is solely responsible for decisions, representations, services, and charges based on Outputs.

6.4 Output Rights. Subject to payment and this Agreement, VMT grants Customer a nonexclusive, nontransferable license to use Outputs for Customer's internal business operations and to provide related services to its customers. VMT retains all rights in the Services, models, methods, templates, software, and underlying technology. No ownership right is granted in third-party materials or models.

7. INTELLECTUAL PROPERTY AND FEEDBACK

7.1 VMT Technology. VMT and its licensors own all rights, title, and interest in the Services and all related software, interfaces, workflows, models, prompts, taxonomies, configurations, documentation, designs, improvements, usage data, and know-how (“VMT Technology”). Except for the limited rights expressly granted, no rights are transferred to Customer.

7.2 Feedback. Customer may provide suggestions or feedback. VMT may use and incorporate feedback without restriction or obligation, provided VMT does not publicly identify Customer as the source without permission.

8. CONFIDENTIALITY

8.1 Confidential Information. “Confidential Information” means nonpublic information disclosed by one party (“Discloser”) to the other (“Recipient”) that is identified as confidential or should reasonably be understood as confidential, including Customer Content, security information, product plans, pricing not publicly available, business methods, and trade secrets. Confidential Information excludes information Recipient can document: (a) is publicly available without breach; (b) was lawfully known without restriction; (c) is received lawfully from another source without duty; or (d) is independently developed without use of the Confidential Information.

8.2 Protection and Permitted Disclosure. Recipient will use Confidential Information only to perform or exercise rights under this Agreement, protect it using at least reasonable care, and disclose it only to personnel and contractors who need it and are bound by confidentiality duties. Recipient may disclose information when legally required after giving advance notice where legally permitted. These obligations continue for five years after disclosure, except that trade secrets and Customer Content remain protected for so long as they remain confidential or as required by law.

9. WARRANTIES AND DISCLAIMERS

9.1 Mutual Authority. Each party warrants that it has authority to enter this Agreement. VMT warrants that it will provide paid Services in a professional and workmanlike manner. Customer’s exclusive remedy for breach of this warranty is re-performance of the materially nonconforming Service, if Customer provides prompt written notice.

9.2 Disclaimer. EXCEPT AS EXPRESSLY STATED, THE SERVICES, OUTPUTS, THIRD-PARTY SERVICES, AND ALL RELATED MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMT DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, AND RESULTS. VMT DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT OUTPUTS WILL SATISFY LEGAL, REGULATORY, INSURANCE, ESTIMATING, OPERATIONAL, OR CUSTOMER REQUIREMENTS.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Customer Indemnity. Customer will defend, indemnify, and hold harmless VMT, its affiliates, and their personnel from third-party claims, damages, judgments, settlements, penalties, costs, and reasonable attorneys’ fees arising from or relating to: (a) Customer Content; (b) Customer’s failure to obtain required notice, permission, or consent; (c) Customer’s moving, estimating, pricing, claims, dispatch, transportation, storage, communications, or other services; (d) Customer’s or its users’ misuse of the Services or Outputs; (e) Customer’s violation of law or this Agreement; or (f) material, instructions, or configurations supplied by Customer.

10.2 VMT IP Indemnity. VMT will defend Customer against a third-party claim that Customer’s authorized use of the unmodified paid Services directly infringes a United States patent, copyright, or trademark, and will pay finally awarded damages or settlements approved by VMT. VMT has no obligation for claims arising from Customer Content, Outputs, third-party services, combinations not supplied by VMT, modifications not made by VMT, continued use after notice, or use contrary to documentation or this Agreement. VMT may procure continued use, modify or replace the affected Service, or terminate it and refund prepaid fees for the unused

portion of the then-current billing period. This Section states Customer's exclusive remedy for intellectual-property claims.

10.3 Procedure. The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party sole control of the defense and settlement. A delay in notice excuses obligations only to the extent materially prejudicial. No settlement may admit fault by or impose nonmonetary obligations on the indemnified party without its written consent.

10.4 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER VMT NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, SAVINGS, BUSINESS, GOODWILL, OR DATA; BUSINESS INTERRUPTION; REPLACEMENT SERVICES; OR CLAIMS ARISING FROM CUSTOMER'S RELIANCE ON OUTPUTS, EVEN IF ADVISED OF THE POSSIBILITY.

10.5 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF VMT AND ITS AFFILIATES AND LICENSORS ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO VMT FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

10.6 Exceptions. The exclusions and cap apply regardless of the theory of liability and even if a remedy fails of its essential purpose. They do not limit Customer's payment obligations, Customer's indemnification obligations, or liability that cannot legally be excluded or limited. The parties agree that the fees reflect this allocation of risk.

11. TERM, CANCELLATION, AND SUSPENSION

11.1 Term and Renewal. This Agreement begins when Customer first accepts it and continues while any Order remains active. Each subscription renews automatically for successive one-month periods unless canceled before the next billing date.

11.2 Cancellation. Customer may cancel through available account controls or by written notice to info@virtualmovingtech.com. Cancellation takes effect at the end of the then-current paid billing period. Customer remains responsible for charges and usage accrued before effectiveness, and no prorated refund or credit is due.

11.3 Termination for Cause. Either party may terminate this Agreement or an affected Order if the other party materially breaches and fails to cure within 10 days after written notice, or immediately if the breach is not reasonably curable. VMT may suspend or terminate immediately for unlawful use, security risk, fraud, infringement, unauthorized access, threat to the Services or others, or conduct reasonably likely to create material liability.

11.4 Effect. Upon termination, Customer's rights to use the Services end, but accrued payment obligations survive. Sections that by their nature should survive will survive, including Sections 3 through 10, 11.4, and 12. VMT may delete Customer Content in accordance with Section 4.5.

12. DISPUTES AND GENERAL TERMS

12.1 Informal Resolution. Before commencing arbitration, a party must send a written dispute notice describing the claim and requested relief to the other party. Notices to VMT must be sent to info@virtualmovingtech.com and 2696 Curry Road, Schenectady, New York 12303. The parties will attempt in good faith to resolve the dispute for 30 days after receipt.

12.2 Binding Individual Arbitration. Except for a qualifying small-claims action or a request for temporary or injunctive relief involving intellectual property, confidentiality, unauthorized access, or platform security, any dispute arising from or relating to this Agreement or the Services will be resolved by binding individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Federal Arbitration Act governs this Section. The legal seat will be Albany County, New York, and hearings will

be conducted remotely unless the arbitrator determines otherwise. Judgment may be entered in any court with jurisdiction.

12.3 Class and Jury Waiver. DISPUTES MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, NOT AS A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE-ATTORNEY-GENERAL, OR REPRESENTATIVE ACTION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY. If the class waiver is held unenforceable for a particular claim, that claim must proceed in a court of competent jurisdiction in Albany County, New York, and not in arbitration.

12.4 Governing Law. New York law governs this Agreement without regard to conflict-of-law rules. For matters permitted to proceed in court, each party submits to the exclusive jurisdiction and venue of the state and federal courts located in Albany County, New York.

12.5 Notices. VMT may provide operational, billing, legal, and amendment notices by email to Customer's account contact, through the Services, or by other reasonable electronic means. Notices are effective when sent or posted. Customer must keep its contact information current. Formal notices of indemnity claims, uncured material breach, or arbitration must also be sent by nationally recognized overnight courier or certified mail to the recipient's last designated business address.

12.6 Updates to Agreement. VMT may update this Agreement on at least 30 days' notice. Changes apply prospectively beginning with the first renewal after the notice period. If Customer does not agree, its exclusive remedy is to cancel before the changes take effect. Changes required by law, security, or third-party provider requirements may take effect sooner where reasonably necessary, with notice.

12.7 Assignment. Customer may not assign or transfer this Agreement without VMT's prior written consent. VMT may assign this Agreement to an affiliate or in connection with a merger, reorganization, financing, sale of assets, or change of control. Subject to the foregoing, this Agreement binds and benefits the parties and their permitted successors and assigns.

12.8 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, internet or utility failures, governmental action, epidemics, or failures of third-party infrastructure, except that this provision does not excuse payment obligations.

12.9 Entire Agreement; Order of Precedence. This Agreement, the applicable Order, the privacy policy, and any signed data processing addendum or statement of work constitute the entire agreement concerning the Services and supersede prior or contemporaneous proposals and agreements on that subject. The order of precedence is: (a) a signed statement of work or data processing addendum for its subject matter; (b) the Order for commercial terms; (c) this Agreement; and (d) the privacy policy.

12.10 Miscellaneous. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain effective. Failure to enforce a provision is not a waiver. Headings are for convenience. "Including" means "including without limitation." The parties are independent contractors, and this Agreement creates no partnership, franchise, fiduciary, agency, or employment relationship. Customer may not use VMT's name or marks without permission. Electronic acceptance and records have the same effect as originals.

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