THERECORDXCHANGE

TERMS OF SERVICE

Last Updated: July 2026

OVERVIEW

These Terms of Service (these "Terms" or "TOS") govern your use of the software-as-a-service platform and related services provided by American Platform Services LLC dba TheRecordXchange ("TRX," "we," "us," or "our"). By accessing or using the TRX platform, you ("Customer," "you," or "your") agree to be bound by these Terms.

The TRX platform facilitates the management, processing, distribution, and access of audio and video recordings from court and administrative proceedings, including multichannel recording transcoding, automated transcription services, AI-powered analysis tools, and request management systems.

If you do not agree to these Terms, you may not access or use the Services.

IMPORTANT NOTICES:

- These Terms constitute a legally binding agreement between you and TRX, whether you procure the Services directly or through a TRX Value Added Reseller.
- By using the Services, you represent that you have the authority to bind your organization to these Terms
- These Terms incorporate our Privacy Policy and Data Processing Addendum by reference
- We may modify these Terms as described in Section 18

1. DEFINITIONS

1.1 "Authorized User" means any individual authorized by Customer to access and use the Services under Customer's account, including Customer's employees, contractors, and agents.

1.2 "Content" means any recordings, transcripts, data, information, or other materials uploaded to, stored in, or processed through the Services.

1.3 "Customer Data" means all Content and information provided by Customer or Authorized Users to TRX or uploaded to the Services, including but not limited to court recordings, transcripts, case information, participant names, and related metadata.

1.4 "Documentation" means TRX's standard user guides, technical documentation, and other materials describing the features and functionality of the Services, as updated from time to time.

1.5 "Order Form" means a purchase order, statement of work, or other ordering document executed between Customer and TRX, or between Customer and a Value Added Reseller, that references these Terms and specifies the Services to be provided, pricing, and other terms specific to Customer's subscription.**1.6 "Personal Data"** has the meaning set forth in applicable Privacy Laws and includes any information relating to an identified or identifiable individual.

1.7 "Privacy Laws" means all applicable data protection and privacy laws, including but not limited to the California Consumer Privacy Act (CCPA), Virginia Consumer Data Protection Act (VCDPA), and other applicable state privacy laws.

1.8 "Services" means the TRX software-as-a-service platform and related services described in Section 3, including the features, functionality, and support services provided pursuant to these Terms and any applicable Order Form.

1.9 "Subscription Term" means the period during which Customer has an active subscription to the Services as specified in the applicable Order Form.

1.10 "TRX Marks" has the meaning given to it in Section 6.1(b) below.

1.11 "Uptime Commitment" has the meaning given to it in Section 8.1 below.

1.12 "Value Added Reseller" or "VAR" means a third party authorized by TRX under a separate written value-added reseller or partner agreement with TRX to market, resell, sublicense, and/or provide first-line support for the Services to Customers. A VAR acts on its own behalf and is not an agent of TRX.

2. ACCEPTANCE AND SCOPE

2.1 Agreement to Terms. By creating an account, accessing the Services, or executing an Order Form that references these Terms, Customer accepts and agrees to be bound by these Terms.

2.2 Authority. Customer represents and warrants that: (a) it has the legal authority to enter into these Terms; (b) if entering into these Terms on behalf of an organization, it has the authority to bind that organization; and (c) it will comply with all applicable laws in connection with its use of the Services.

2.3 Entire Agreement. These Terms, together with any Order Forms, the Privacy Policy, and the Data Processing Addendum, constitute the entire agreement between Customer and TRX regarding the Services and supersede all prior or contemporaneous agreements, communications, and understandings, whether written or oral, relating to the subject matter hereof.

2.4 Order of Precedence. In the event of any conflict between these Terms and an Order Form, the Order Form shall control solely with respect to the specific Services, pricing, and terms addressed in that Order Form. In all other respects, these Terms shall govern.

3. SERVICES DESCRIPTION

3.1 TRX Platform. Subject to Customer's compliance with these Terms and payment of applicable fees, TRX grants Customer a non-exclusive, non-transferable, revocable license during the Subscription Term to access and use the Services for Customer's internal business purposes related to the management and distribution of court and administrative proceeding recordings.

3.2 Core Services. The Services include:

(a) **Multichannel Audio Recording Management:** Transcoding, processing, and storage of multichannel court recordings in various formats

(b) **Automated Transcription:** AI-powered automated transcription services for converting recordings to searchable text

(c) **AI-Powered Analysis Tools:** Generative AI capabilities for analyzing, summarizing, and extracting information from recordings and transcripts

(d) **Request Management System:** Tools for managing, tracking, and fulfilling requests for access to recordings and transcripts from authorized parties

(e) **Access Control and Distribution:** Secure systems for controlling access to recordings, managing user permissions, and facilitating authorized distribution

(f) **Storage and Retention:** Secure cloud-based storage of recordings, transcripts, and related materials

(g) **Support Services:** Technical support as described in Section 9

3.3 Service Modifications. TRX reserves the right to modify, update, or discontinue any aspect of the Services at any time, provided that TRX will not materially diminish the core functionality of the Services during the Subscription Term without providing reasonable notice to Customer.

3.4 Third-Party Services. The Services may integrate with or rely upon third-party services, including cloud infrastructure providers, transcription services, and AI platforms. Such third-party services are subject to their own terms and conditions. TRX makes no warranties regarding third-party services and shall have no liability for any failures, errors, or issues arising from third-party services.

3.5 AI-Powered Features Disclaimer.

(a) **Automated Transcription Accuracy.** AI-powered automated transcription services are provided as a convenience feature only. Automated transcriptions are NOT certified court transcripts and are NOT suitable for use as official court records without independent human review and certification by a qualified court reporter or transcriptionist. Transcription accuracy varies significantly based on audio quality, speaker clarity, background noise, technical terminology, accents, overlapping speech, and other environmental and technical factors.

(b) **Customer Responsibility for Verification.** Customer is solely responsible for: (i) verifying the accuracy and completeness of all automated transcriptions before use in any legal proceeding, filing, or official record; (ii) determining whether automated transcriptions meet applicable court rules, evidentiary standards, and legal requirements; and (iii) obtaining certified human transcription where required by law, court rule, or the nature of the proceeding.

(c) **No Warranty of Accuracy.** TRX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF AUTOMATED TRANSCRIPTIONS. TRX SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN AUTOMATED TRANSCRIPTIONS OR FOR ANY DAMAGES ARISING FROM RELIANCE ON AUTOMATED TRANSCRIPTIONS.

(d) **AI Analysis Tools.** AI-powered analysis, summarization, and information extraction tools are provided to assist Customer's review and analysis of recordings and transcripts. Such tools are not a substitute for professional legal judgment, and Customer is solely responsible for independently verifying any information, conclusions, or recommendations generated by AI analysis tools.

3.6 Use Restrictions. Customer shall not, and shall not permit any Authorized User or third party to:

(a) Use the Services for any unlawful purpose or in violation of these Terms

(b) Reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying algorithms of the Services

(c) Remove, alter, or obscure any proprietary notices on the Services or Documentation

(d) Use the Services to transmit viruses, malware, or other malicious code

(e) Attempt to gain unauthorized access to the Services or TRX's systems

(f) Use the Services in any manner that could damage, disable, overburden, or impair TRX's systems

(g) Interfere with any other party's use of the Services

(h) Use the Services to provide service bureau, time-sharing, or similar services to third parties

(i) License, sublicense, sell, resell, rent, lease, transfer, assign, or otherwise commercially exploit the Services

(j) Use automated systems or software to extract data from the Services except as expressly permitted by TRX

(k) Use the Services in any manner that violates applicable laws, regulations, or third-party rights

4. ACCOUNT REGISTRATION AND ACCESS

4.1 Account Creation. To access the Services, Customer must create an account by providing accurate and complete information. Customer is responsible for maintaining the confidentiality of account credentials and for all activities that occur under Customer's account.

4.2 Authorized Users. Customer may authorize individuals to access the Services as Authorized Users. Customer is responsible for:

(a) Ensuring that all Authorized Users comply with these Terms

(b) All actions taken by Authorized Users using Customer's account

(c) Maintaining accurate records of Authorized Users

(d) Promptly deactivating access for individuals who are no longer authorized

4.3 Security. Customer must:

(a) Use strong passwords and maintain password confidentiality

(b) Not share login credentials with unauthorized persons

(c) Notify TRX immediately (within 24 hours) of any suspected security breach, unauthorized access, or compromise of account credentials

(d) Maintain reasonable security measures for Customer's own systems used to access the Services

(e) Use multi-factor authentication where available

4.4 Account Information. Customer must provide and maintain accurate, current, and complete account information. Customer must promptly notify TRX of any changes to account information.

5. USER OBLIGATIONS AND ACCEPTABLE USE

5.1 Professional Use. Customer shall use the Services solely for professional purposes related to the administration of justice, legal proceedings, and court operations. Customer shall not use the Services for any purpose unrelated to legal or administrative proceedings.

5.2 Authorization and Access Rights. Customer represents and warrants that:

(a) Customer has proper legal authorization to access, store, and distribute all recordings and Content uploaded to or accessed through the Services

(b) All Authorized Users have proper authorization and legal standing to access the specific recordings and Content they access

(c) Customer's use of the Services complies with all applicable court rules, protective orders, confidentiality requirements, and legal obligations

5.3 Compliance with Laws and Rules. Customer shall:

(a) Comply with all applicable federal, state, and local laws, regulations, and court rules

(b) Comply with all confidentiality requirements, protective orders, and sealing orders applicable to recordings and proceedings

(c) Not use the Services to access, store, or distribute recordings of sealed or confidential proceedings except as authorized by applicable law or court order

(d) Maintain appropriate safeguards for sensitive or confidential information

5.4 Prohibited Conduct. Customer shall not:

(a) Use the Services to harass, abuse, threaten, or intimidate any person

(b) Post or transmit any content that is unlawful, harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable

(c) Violate any person's intellectual property rights, privacy rights, or other rights

(d) Use the Services to distribute spam, chain letters, or other unsolicited communications

(e) Impersonate any person or entity or falsely state or misrepresent an affiliation with any person or entity

(f) Engage in any activity that interferes with or disrupts the Services

5.5 Cooperation. Customer shall cooperate with TRX's reasonable requests for information or assistance related to Customer's use of the Services, including investigations of potential violations of these Terms.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

6.1 TRX Ownership. As between Customer and TRX, TRX and its licensors own all right, title, and interest in and to, except as expressly set forth in an applicable Order Form:

(a) The Services, including all software, platforms, technology, algorithms, and infrastructure

(b) The TRX trademarks, service marks, logos, and brand elements ("TRX Marks")

(c) All Documentation and related materials

(d) All improvements, enhancements, modifications, and derivative works of the foregoing

(e) All intellectual property rights in the foregoing

6.2 Customer Ownership of Recordings. As between Customer and TRX:

(a) Customer (or, where applicable, the relevant court or government entity) retains all ownership rights in and to all Customer Data.

(b) Customer grants TRX a limited, non-exclusive license to access, process, store, and transmit Customer Data as reasonably necessary to provide the Services and fulfill TRX's obligations under these Terms

(c) TRX shall not use Customer Data for any purpose other than providing the Services, except as required by law or with Customer's prior written consent

6.3 Public Records. Customer acknowledges that many recordings managed through the Services may constitute public records under applicable public records laws. Nothing in these Terms shall be construed to limit or restrict TRX's or the public's access to, or TRX's processing or use of, recordings that are public records under applicable law, any more than applicable law limits or restricts such access, processing, or use generally. This Section does not apply to recordings that are sealed, subject to a protective order, or otherwise non-public, and remains subject to all applicable law.

6.4 License to Access Recordings. When Customer grants access to recordings through the Services (whether to attorneys, parties, transcription agencies, or members of the public), such access constitutes a limited, non-exclusive license to access, view, download (if permitted), and use the recordings solely for purposes related to the relevant legal matter or as otherwise authorized by law.

6.5 Restrictions on Downloaded Content. Users who download recordings or transcripts through the Services: (a) May use such materials solely for purposes related to the relevant legal matter or as authorized by applicable law; (b) May not redistribute, republish, or commercially exploit such materials except as permitted by law; (c) Must comply with all applicable confidentiality requirements, court orders, and legal restrictions; and (d) Acknowledge that unauthorized disclosure or use may violate law and court rules.

6.6 Feedback. If Customer provides TRX with suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Services ("Feedback"), TRX may use such Feedback without obligation or restriction. Customer hereby assigns to TRX all right, title, and interest in any Feedback.

6.7 Trademark License. TRX may from time to time provide Customer with icons that may be used by Customer to link to the Services. Such icons may consist of one or more TRX marks. Customer agrees not to use the TRX marks in any manner other than expressly permitted by TRX from time to time. Customer shall not register or attempt to register any trademarks, domain names, or other identifiers that are confusingly similar to the TRX Marks.

7. PAYMENT TERMS AND FEES

7.1 Fees. Customer shall pay TRX the fees specified in the applicable Order Form. All fees are stated in U.S. Dollars.

7.2 Payment Method. Unless otherwise specified in an Order Form, Customer must provide TRX with valid payment information, including ACH account details or credit card information, and authorize TRX to charge such payment method for all fees.

7.3 Payment Terms. Unless otherwise specified in an Order Form, payment is due within forty (40) days after the date of invoice.

7.4 Taxes. All fees are exclusive of any applicable sales, use, excise, value-added, goods and services, or other taxes or duties imposed by any governmental authority ("Taxes"). Customer is responsible for all Taxes arising from Customer's purchase or use of the Services, except for taxes based on TRX's net income. If TRX is required to pay or collect any such Taxes, Customer shall reimburse TRX for such amounts.

7.5 Late Payment. Any amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by applicable law, whichever is less, from the due date until paid in full.

7.6 Failed Payments. In the event of a failed or returned ACH transfer or check payment, Customer agrees to pay a fee of thirty-five dollars ($35.00) per occurrence, or such other amount as may be the maximum permitted by applicable law.

7.7 Collection Costs. If TRX retains legal counsel or a collection agency to collect any overdue amounts, Customer shall reimburse TRX for all reasonable costs and expenses incurred, including reasonable attorneys' fees and collection agency fees.

7.8 Suspension for Non-Payment. If any payment is more than thirty (30) days overdue, TRX may, in addition to any other rights or remedies: (a) Suspend Customer's access to the Services; (b) Suspend access for Customer's Authorized Users; (c) Suspend processing of new orders or requests; and (d) Terminate these Terms as provided in Section 15. 4.

7.9 No Withholding or Setoff. Customer may not withhold, offset, or deduct any amounts due to TRX under these Terms for any reason, including any dispute or counterclaim.

7.10 Payment Processing. Customer acknowledges that TRX uses third-party payment processors (currently Braintree) to process payments. By providing payment information and submitting payment, Customer agrees to the payment processor's applicable terms and conditions. TRX does not store or have access to Customer's complete credit card information.

7.11 Value-Added Resellers. Customer may arrange to pay for the Services through a VAR, in such event, the VAR shall be considered the Customer for the purposes of payment. In the event of non-payment by the VAR to TRX for any reason, regardless of whether Customer has paid the VAR in full pursuant to any agreement between Customer and the VAR, TRX reserves the right to apply all of the terms and conditions of this Section 7 to the Customer, including but not limited to suspending Customer’s access to the Services as provided in Section 7.8 or terminating these Terms as provided in Section 15.4. Customer hereby agrees that Customer assumes the risk of the VAR failing to make timely payment in full to TRX.

8. SERVICE LEVEL AGREEMENT

8.1 Uptime Commitment. Except for uptime disruptions caused by third-party service disruptions, TRX will use commercially reasonable efforts to make the Services available at least ninety-nine percent (99%) of the time, measured on a monthly basis ("Uptime Commitment").

8.2 Exclusions from Uptime Calculation. The following shall be excluded from any calculation of uptime: (a) Scheduled maintenance windows (announced at least 24 hours in advance, except for emergency maintenance); (b) Emergency maintenance required to address security vulnerabilities or critical issues; (c) Events beyond TRX's reasonable control, including force majeure events; (d) Outages caused by Customer's network, systems, hardware, software, or actions; (e) Failures or outages of third-party services, including internet service providers, cloud infrastructure providers, or other third-party services not under TRX's direct control; (f) Issues arising from Customer's use of the Services in a manner not authorized by these Terms or the Documentation; and (g) Issues arising from Customer's failure to implement updates or follow TRX's recommendations.

8.3 Service Credits. If TRX fails to meet the Uptime Commitment in any calendar month (excluding the items listed in Section 8.2), Customer may request service credits as follows: (a) Uptime below 99% but at or above 98%: Credit equal to 10% of the monthly subscription fees for that month; (b) Uptime below 98% but at or above 95%: Credit equal to 25% of the monthly subscription fees for that month; and (c) Uptime below 95%: Credit equal to 25% of the monthly subscription fees for that month. Maximum credit in any month shall not exceed twenty-five percent (25%) of the monthly subscription fees.

8.4 Requesting Service Credits. To request service credits: (a) Customer must submit a written request within thirty (30) days after the end of the month in which the uptime failure occurred; (b) Customer must provide reasonable documentation or information regarding the alleged uptime failure; (c) TRX will verify the uptime failure and, if confirmed, issue the applicable service credit; (d) Service credits will be applied to Customer's account and may be used toward future invoices; and (e) Service credits have no cash value and may not be refunded.

8.5 Sole Remedy. Service credits are Customer's sole and exclusive remedy for any failure by TRX to meet the Uptime Commitment.

8.6 VAR-Channel Carve-Out. Notwithstanding any other provisions of this Agreement, when Customer procures the Services through a Value Added Reseller, this Section 8 creates no service-level obligation of TRX directly to Customer. Customer's service levels, service credits, and related remedies are governed solely by Customer's agreement with the Value Added Reseller. TRX's service-level obligations with respect to such Services run solely to the Value Added Reseller under its agreement with TRX.

9. SUPPORT SERVICES

9.1 Support Availability. TRX will provide technical support for the Services during the following hours: (a) Standard Support Hours: 8:00 AM to 5:00 PM Mountain Time, Monday

through Friday, excluding TRX-observed holidays; and (b) Critical Issue Escalation: 24/7 escalation available for Critical severity issues (as defined below).

9.2 Support Channels. Customer may contact TRX support through: (a) Email: customersuccess@trxchange.com; (b) Phone: (800) 406-1290; and (c) Support portal (if available to Customer). Notwithstanding any other provision of this Agreement, when Services are procured through a VAR, first-line support is provided by the VAR; TRX solely provides escalation support to the VAR.

9.3 Response Time Targets. TRX will use commercially reasonable efforts to respond to support requests within the following timeframes:

Severity	Description	Response Time
Critical	Services completely unavailable; data loss or corruption; security breach	2 hours
High	Major functionality severely impaired; significant business impact; workaround not available	4 hours
Medium	Moderate functionality issues; business impact with workaround available	1 business day
Low	Minor issues; general questions; feature requests; cosmetic issues	2 business days

9.4 Severity Determination. TRX shall determine the severity level of support requests in its reasonable discretion. TRX may adjust severity levels based on the actual impact and scope of the issue.

9.5 Customer Cooperation. Customer shall: (a) Provide TRX with reasonable information and cooperation to diagnose and resolve issues; (b) Designate appropriate personnel to serve as primary contacts for support matters; (c) Follow TRX's troubleshooting instructions and recommendations; and (d) Implement updates and fixes as recommended by TRX.

9.6 Limitations. TRX's support obligations do not include: (a) Support for third-party products or services not provided by TRX; (b) Issues caused by Customer's hardware, network, or infrastructure; (c) Support for customizations or modifications not authorized by TRX; (d) Training or consulting services (unless separately purchased); (e) Issues arising from Customer's breach of these Terms; and (f) Recovery of data not backed up by TRX's standard backup procedures.

9.7 VAR-Channel Carve-Out. Notwithstanding any other provision of this Agreement, when Customer procures the Services through a Value Added Reseller, first-line support is provided by the Value Added Reseller, and this Section 9 creates no direct support obligation of TRX to Customer. TRX provides escalation support to the Value Added Reseller under its agreement with TRX.

10. LIMITED WARRANTY

10.1 Service Warranty. TRX warrants that, during the Subscription Term, TRX will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.2 Warranty Period. The warranty set forth in Section 10.1 applies for the duration of the Subscription Term.

10.3 Warranty Remedy. If TRX breaches the warranty in Section 10.1, TRX will, at its option: (a) Use commercially reasonable efforts to correct the non-conforming Services so that they perform substantially in accordance with the Documentation; or (b) If TRX is unable to correct the non-conformity within a reasonable time, terminate the affected Services and refund to Customer a pro-rata portion of any prepaid fees for the non-conforming Services for the remainder of the Subscription Term.

10.4 Remedy Conditions. The remedy in Section 10.3 is conditioned upon: (a) Customer providing written notice of the warranty breach to TRX within the warranty period; (b) Customer providing TRX with reasonable information and assistance to reproduce and verify the non-conformity; and (c) The non-conformity not being caused by: (i) Customer's misuse, abuse, or unauthorized modification of the Services; (ii) Use of the Services in combination with non-TRX products or services not approved by TRX; (iii) Customer's failure to use the current version of the Services or implement recommended updates; (iv) Circumstances beyond TRX's reasonable control; or (v) Customer's breach of these Terms.

10.5 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TRX DOES NOT WARRANT THAT: (a) THE SERVICES OR CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE; (b) THE SERVICES OR CONTENT WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (c) ANY ERRORS OR DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED; (d) THE SERVICES OR CONTENT WILL BE COMPATIBLE WITH ALL HARDWARE OR SOFTWARE; OR (e) DATA STORED IN THE SERVICES OR CONTENT WILL BE FREE FROM LOSS OR CORRUPTION. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.

10.6 Beta and Evaluation Features. Any features, functionality, or services designated as beta, pilot, evaluation, trial, or pre-release are provided "AS IS" without any warranty whatsoever. TRX shall have no liability for any issues arising from beta or evaluation features.

11. LIMITATION OF LIABILITY

11.1 EXCLUSION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO

THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR: (a) LOSS OF PROFITS OR REVENUE; (b) LOSS OF BUSINESS OPPORTUNITIES; (c) LOSS OF DATA; (d) BUSINESS INTERRUPTION; (e) LOSS OF GOODWILL; OR (f) COST OF SUBSTITUTE PRODUCTS OR SERVICES. SUCH LIMITATION SHALL APPLY WHETHER LIABILITY ARISES FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 AGGREGATE LIABILITY CAP. EXCEPT AS PROVIDED IN SECTION 11.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO TRX IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11.3 EXCEPTIONS TO LIABILITY LIMITATIONS. The limitations set forth in Sections 11.1 and 11.2 shall not apply to: (a) Either party's indemnification obligations under Section 12; (b) Either party's breach of Section 6 (Intellectual Property and Ownership); (c) Either party's breach of confidentiality obligations (if applicable); (d) Amounts owed by Customer to TRX for fees and other charges under these Terms; (e) Either party's gross negligence, willful misconduct, or fraud; (f) Either party's violation of applicable law; (g) Customer's breach of Section 5 (User Obligations and Acceptable Use); and (h) Liabilities that cannot be limited or excluded under applicable law.

11.4 Essential Purpose. Customer acknowledges that the limitations of liability in this Section 11 are essential terms of these Terms and that TRX would not provide the Services or enter into these Terms without these limitations.

12. INDEMNIFICATION

12.1 TRX Indemnification. TRX shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents from and against any and all third-party claims, demands, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or related to: (a) Any claim that the Services, as provided by TRX and used in accordance with these Terms and the Documentation, infringe or misappropriate any third-party patent, copyright, trademark, or trade secret; or (b) TRX's gross negligence, willful misconduct, or violation of applicable law.

12.2 Exclusions from TRX Indemnification. TRX's indemnification obligation under Section 12.1(a) shall not apply to any claim arising from: (a) Modification of the Services by Customer or any third party other than TRX; (b) Use of the Services in combination with non-TRX products, services, or data where the infringement would not have occurred but for such combination; (c) Use of the Services in a manner not authorized by these Terms or the Documentation; (d) Use of any version of the Services other than the most current version if the infringement would have been avoided by use of the current version; (e) Customer Data or content provided by Customer or Authorized Users; or (f) Compliance with specifications or instructions provided by Customer.

12.3 Remedies for IP Claims. If a claim under Section 12.1(a) is made or TRX believes such a claim is likely, TRX may, at its option and expense: (a) Procure for Customer the right to continue using the Services; (b) Replace or modify the Services to make them non-infringing while maintaining substantially similar functionality; or (c) If the foregoing options are not commercially reasonable, terminate the affected Services and refund to Customer any prepaid fees for such Services for the remainder of the Subscription Term. The remedies in this Section 12.3 constitute TRX's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement claims.

12.4 Customer Indemnification. Customer shall defend, indemnify, and hold harmless TRX, its affiliates, and their respective officers, directors, employees, and agents from and against any and all Losses arising out of or related to: (a) Customer's breach of any representation, warranty, or obligation under these Terms; (b) Customer's use of the Services in a manner not authorized by these Terms or in violation of applicable law; (c) Customer's violation of any applicable laws, regulations, court rules, or third-party rights; (d) Customer Data or content provided by Customer or Authorized Users, including any claim that such data or content infringes or misappropriates any third-party intellectual property rights or violates any law; (e) Any claim by a third party arising from Customer's provision of access to recordings or other content through the Services; (f) Customer's breach of Section 5 (User Obligations and Acceptable Use); and (g) Any acts or omissions set forth above conducted by Customer's employees, Authorized Users, agents, or contractors.

12.5 Indemnification Procedures. A party seeking indemnification (the "Indemnified Party") under this Section 12 shall: (a) Promptly notify the indemnifying party (the "Indemnitor") in writing of any claim for which indemnification is sought; provided that failure to provide prompt notice shall not relieve the Indemnitor of its indemnification obligations except to the extent the Indemnitor is materially prejudiced by such failure; (b) Provide the Indemnitor with reasonable cooperation and assistance in the defense of the claim, at the Indemnitor's expense; and (c) Grant the Indemnitor sole control of the defense and settlement of the claim; provided that the Indemnified Party may participate in the defense with counsel of its own choosing at its own expense.

12.6 Settlement Restrictions. The Indemnitor may not settle any claim in a manner that: (a) Admits fault or liability on behalf of the Indemnified Party; (b) Requires the Indemnified Party to pay any amounts; (c) Imposes any restrictions or obligations on the Indemnified Party; or (d) Diminishes the Indemnified Party's rights, without the Indemnified Party's prior written consent.

13. DATA PROTECTION AND PRIVACY

13.1 Privacy Policy. TRX's collection, use, and disclosure of personal information in connection with the Services is governed by TRX's Privacy Policy, available at https://www.trxchange.com/legal and incorporated herein by reference. Customer agrees to TRX's Privacy Policy.

13.2 Data Processing Addendum. To the extent that TRX processes Personal Data on Customer's behalf as a service provider or processor under applicable Privacy Laws, the

parties agree to the terms of TRX's Data Processing Addendum ("DPA"), available at https://www.trxchange.com/legal or upon request. The DPA is incorporated into these Terms by reference.

13.3 Customer as Controller. Where Customer acts as a data controller or business with respect to Personal Data processed through the Services: (a) Customer is solely responsible for complying with all applicable Privacy Laws, including providing required notices and obtaining required consents; (b) Customer represents and warrants that it has provided all required notices and obtained all required consents for TRX to process Personal Data as contemplated by these Terms; and (c) Customer shall not instruct TRX to process Personal Data in violation of applicable Privacy Laws.

13.4 Data Security. TRX implements and maintains appropriate technical and organizational security measures designed to protect Customer Data from unauthorized access, use, disclosure, alteration, or destruction. TRX's current security measures are described in the DPA and TRX's SOC 2 Type 2 report, available upon request and execution of appropriate confidentiality agreements.

13.5 Security Certification Commitment. TRX shall maintain SOC 2 Type 2 certification covering the Security, Availability, and Confidentiality Trust Services Criteria throughout the Subscription Term. TRX shall: (a) Provide Customer with a copy of TRX's most recent SOC 2 Type 2 report upon Customer's written request, subject to execution of an appropriate non-disclosure agreement; (b) Notify Customer in writing within thirty (30) days if: (i) TRX's SOC 2 Type 2 certification lapses or is not renewed; (ii) TRX receives a qualified or adverse opinion on its SOC 2 Type 2 report; or (iii) TRX's independent auditor identifies material control deficiencies; and (c) Promptly remediate any material control deficiencies identified in SOC 2 audits and provide Customer with reasonable information regarding remediation efforts upon request.

13.6 Data Breach Notification. TRX will notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any unauthorized access to, disclosure of, or acquisition of Customer Data or Personal Data that TRX processes on Customer's behalf ("Data Breach"). TRX will provide Customer with reasonably available information about the Data Breach and cooperate with Customer's investigation and remediation efforts.

13.7 Data Location. TRX processes and stores Customer Data in the United States. TRX will not transfer Customer Data outside the United States without Customer's prior written consent.

13.8 Subprocessors. TRX may engage subprocessors to process Customer Data as described in the DPA. TRX maintains a list of current subprocessors in the DPA and will provide reasonable notice of any changes to subprocessors as set forth in the DPA.

13.9 Individual Rights Requests. TRX will provide reasonable assistance to Customer in responding to requests from individuals exercising their rights under Privacy Laws with respect to Personal Data processed by TRX on Customer's behalf, as more fully described in the DPA.

13.10 Insurance. TRX shall maintain, at its own expense, the following minimum insurance coverages throughout the Subscription Term: (a) Commercial General Liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate; (b) Technology Errors and Omissions (Professional Liability) insurance with limits of not less than Two Million Dollars ($2,000,000) per claim and in the aggregate, covering claims arising from errors, omissions, or negligent acts in providing the Services; (c) Cyber Liability insurance with limits of not less than Two Million Dollars ($2,000,000) per claim and in the aggregate, covering claims arising from data breaches, security incidents, unauthorized access, and related cyber risks; and (d) Workers' Compensation insurance as required by applicable law. All insurance policies required under this Section shall be with insurers rated A- or better by A.M. Best or an equivalent rating agency. Upon Customer's written request, TRX shall provide certificates of insurance evidencing such coverage.

14. THIRD-PARTY SERVICES AND DISCLAIMERS

14.1 Third-Party Services. The Services may integrate with, rely upon, or be provided in conjunction with third-party services, including but not limited to: (a) Cloud infrastructure providers; (b) Transcription services; (c) AI and machine learning platforms; (d) Payment processors; and (e) Other third-party tools and services.

14.2 Third-Party Terms. Third-party services are subject to the terms and conditions imposed by the applicable third-party providers. Customer's use of third-party services may require Customer to accept additional terms and conditions imposed by such providers.

14.3 Third-Party Disclaimers. TRX makes no representations or warranties regarding any third-party services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS: (a) THIRD-PARTY SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY; (b) TRX HAS NO CONTROL OVER THIRD-PARTY SERVICES; (c) TRX IS NOT RESPONSIBLE FOR THE PERFORMANCE, AVAILABILITY, OR FUNCTIONALITY OF THIRD-PARTY SERVICES; AND (d) TRX SHALL HAVE NO LIABILITY FOR ANY FAILURES, ERRORS, OUTAGES, SECURITY INCIDENTS, OR OTHER ISSUES RELATED TO THIRD-PARTY SERVICES.

14.4 Payment Processor Disclaimer. TRX uses third-party payment processors to process Customer payments. WITHOUT LIMITING ANY OTHER DISCLAIMERS OR LIABILITY LIMITATIONS IN THESE TERMS, CUSTOMER AGREES THAT TRX HAS NO LIABILITY WHATSOEVER FOR ANY ISSUES, ERRORS, DISPUTES, CLAIMS, OR PROBLEMS RELATED TO PAYMENT PROCESSING. Customer's use of payment processing services is subject to the payment processor's terms and conditions.

14.5 Third-Party Links. The Services may contain links to third-party websites or resources. TRX is not responsible for the availability, accuracy, or content of such third-party sites or resources. Links do not imply endorsement by TRX.

15. TERM AND TERMINATION

15.1 Subscription Term. These Terms commence on the date Customer first accesses the Services or executes an Order Form (whichever is earlier) and continue for the Subscription Term specified in the applicable Order Form.

15.2 Renewal. Unless otherwise specified in an Order Form, the Subscription Term will automatically renew for successive periods equal to the initial Subscription Term, unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current Subscription Term.

15.3 Termination for Breach. Either party may terminate these Terms for the other party's material breach by providing written notice specifying the breach in reasonable detail. The breaching party shall have thirty (30) days from receipt of such notice to cure the breach. If the breach is not cured within such thirty (30) day period, these Terms shall terminate automatically.

15.4 Immediate Termination by TRX. TRX may terminate these Terms immediately upon written notice to Customer, without any cure period, if: (a) Customer's payment is more than thirty (30) days overdue; (b) Customer breaches Section 3.6 (Use Restrictions); (c) Customer breaches Section 5 (User Obligations and Acceptable Use); (d) Customer breaches Section 6 (Intellectual Property and Ownership); (e) Customer engages in any conduct that brings or is likely to bring disrepute to TRX, its affiliates, the Services, or the TRX Marks; (f) Customer violates any applicable laws in connection with its use of the Services; (g) Customer breaches any provision that TRX reasonably determines poses a material risk to TRX, its affiliates, other customers, or third parties; or (h) Customer becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or has a receiver appointed.

15.5 Effect of Termination or Expiration. (a) Upon termination or expiration of these Terms for any reason: (i) All rights and licenses granted to Customer shall immediately terminate; (ii) Customer shall immediately cease all use of and access to the Services; (iii) Customer shall immediately cease all use of TRX Marks; and (iv) Each party shall return or destroy (at the other party's election) all Confidential Information of the other party. (b) Customer Data - TRX Termination: If TRX terminates these Terms under Section 15.3 or Section 15.4, Customer shall have ninety (90) days from the effective date of termination to retrieve Customer Data from the Services. (c) Customer Data - Court/Agency Customers: For customers that are courts or government agencies, upon termination or expiration for any reason, TRX shall, at Customer's election, provide Customer with an export of all Customer Data in a standard format within thirty (30) days of Customer's request. (d) Customer Data - Public Access Orders: Users who have obtained access to recordings through public orders shall lose all access upon termination of the agreement between TRX and the relevant court or agency. (e) Data Deletion: Following the expiration of any applicable retrieval period, TRX may delete all Customer Data in accordance with TRX's standard procedures.

15.6 Payment Obligations. Termination or expiration of these Terms shall not relieve Customer of any obligation to pay fees accrued prior to the effective date of termination or

expiration. Customer shall pay all such amounts within thirty (30) days of the termination or expiration date.

15.7 Survival. The following provisions shall survive any termination or expiration of these Terms: Sections 1 (Definitions), 6 (Intellectual Property and Ownership), 7 (Payment Terms), 10.5 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (Indemnification), 13 (Data Protection and Privacy), 15.5 through 15.7, and 20 (General Provisions).

16. GOVERNMENT USERS

Additional terms for governmental entity Customers are contained in the Government Terms Addendum attached hereto.

17. COMPLIANCE AND LEGAL DEMANDS

17.1 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, regulations, and rules in connection with its performance under these Terms.

17.2 Court Rules and Procedures. Customer represents and warrants that its use of the Services complies with all applicable court rules, administrative procedures, and legal requirements governing the creation, management, and distribution of court recordings.

17.3 Public Records Obligations. Customer acknowledges and agrees that: (a) Customer is solely responsible for complying with applicable public records laws, including state open records acts and FOIA; (b) Customer is responsible for determining what recordings constitute public records and when such records must be disclosed; (c) Customer is responsible for responding to public records requests and making determinations regarding disclosure, exemptions, and redactions; and (d) TRX's role is limited to providing technical services to facilitate Customer's compliance with public records laws.

17.4 Legal Demands to TRX. If TRX receives any subpoena, court order, search warrant, or other legal demand seeking disclosure of Customer Data: (a) TRX will, to the extent permitted by applicable law, promptly notify Customer of the legal demand; (b) TRX will provide Customer with a copy of the legal demand; (c) TRX will, unless prohibited by law, allow Customer a reasonable opportunity (at least ten (10) business days) to seek a protective order or other appropriate relief before TRX discloses any Customer Data; (d) TRX will cooperate with Customer's reasonable requests in connection with Customer's efforts to object to or limit the legal demand; and (e) If disclosure is required and not prohibited by Customer through legal means, TRX will disclose only the minimum Customer Data required to comply with the legal demand.

17.5 Costs of Compliance. Customer shall reimburse TRX for all reasonable costs and expenses incurred by TRX in responding to legal demands or assisting Customer with public records requests, including but not limited to: (a) Attorney fees and legal costs; (b) Employee time spent researching, compiling, reviewing, and producing data; (c) Technical costs for data extraction, formatting, or production; and (d) Costs of copying, storage media, or delivery. TRX will provide Customer with reasonable advance notice of anticipated costs exceeding $500.

17.6 Export Controls. Customer shall not export or re-export the Services or any technical data derived from the Services except in compliance with all applicable export control laws and regulations, including the Export Administration Regulations and sanctions programs administered by the Office of Foreign Assets Control.

18. MODIFICATIONS TO TERMS

18.1 Right to Modify. TRX reserves the right to modify these Terms at any time. TRX will provide notice of material modifications by: (a) Posting the modified Terms on TRX's website with a revised "Last Updated" date; and (b) Sending notice to Customer via email to the address on file or through the Services.

18.2 Effective Date of Modifications. Modified Terms shall become effective: (a) For existing customers: Thirty (30) days after TRX provides notice of the modifications; or (b) For new customers: Immediately upon first access to or use of the Services after the modified Terms are posted.

18.3 Acceptance of Modifications. Customer's continued use of the Services after the effective date of modified Terms constitutes Customer's acceptance of such modifications.

18.4 Objection to Modifications. If Customer objects to any material modification to these Terms, Customer's sole remedy is to terminate these Terms by providing written notice to TRX prior to the effective date of the modification. If Customer terminates on this basis, TRX will refund any prepaid fees for Services not yet provided.

18.5 Modifications to Order Forms. The terms of an Order Form may not be modified except by a written amendment signed by authorized representatives of both parties.

19. DISPUTE RESOLUTION

19.1 Informal Resolution. Before initiating any formal legal proceedings, the parties agree to attempt to resolve any dispute arising out of or relating to these Terms through good faith negotiations between senior executives of each party. Either party may initiate such negotiations by providing written notice to the other party describing the dispute. The parties shall engage in good faith negotiations for a period of thirty (30) days.

19.2 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

19.3 Jurisdiction and Venue. Subject to Section 19.5 (Equitable Relief), any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona. Each party irrevocably consents to the jurisdiction and venue of such courts and waives any objection to venue or inconvenient forum.

19.4 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS.

19.5 Equitable Relief. Notwithstanding Section 19.1, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights, confidential information, or other proprietary rights, without the need to comply with the informal resolution procedures in Section 19.1.

19.6 Attorneys' Fees. In any legal proceeding arising out of or relating to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

20. GENERAL PROVISIONS

20.1 Entire Agreement. These Terms, together with any Order Forms, the Privacy Policy, and the Data Processing Addendum, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous oral or written agreements, understandings, representations, and communications between the parties.

20.2 Amendments. These Terms may be amended only as provided in Section 18 (Modifications to Terms) or by a written document signed by authorized representatives of both parties that expressly states it is amending these Terms.

20.3 Waiver. No waiver of any provision of these Terms shall be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. The failure of either party to enforce any provision of these Terms shall not be construed as a waiver of such provision or the right to enforce it at a later time.

20.4 Assignment. Customer may not assign, transfer, delegate, or otherwise dispose of these Terms or any of its rights or obligations hereunder, whether voluntarily or by operation of law, without TRX's prior written consent, and any purported assignment in violation of this Section shall be null and void. TRX may freely assign these Terms without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

20.5 Notices. All notices, requests, and other communications under these Terms must be in writing and shall be deemed given: (i) When delivered personally; (ii) When sent by confirmed email transmission; (iii) One (1) business day after being sent by reputable overnight courier service; or (iv) Three (3) business days after being sent by certified mail, return receipt requested, postage prepaid. Notices to TRX shall be sent to: American Platform Services LLC dba TheRecordXchange, 1600 W. Broadway Rd, Suite 350, Tempe, AZ 85282, Email: customersuccess@trxchange.com, Attn: Legal Department. Notices to Customer shall be sent to the address and email address provided by Customer in the Order Form or account registration.

20.6 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under these Terms (except for payment obligations) to the extent such failure or delay is caused by events beyond such party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government actions, epidemics, pandemics, Internet or telecommunications failures, or failures of third-party hosting providers or service providers. The affected party shall promptly notify the other party of the force majeure event and shall use reasonable efforts to minimize the impact and resume performance as soon as practicable. If a force majeure event continues for more than sixty (60) days, either party may terminate these Terms upon written notice to the other party.

20.7 Independent Contractors. The parties are independent contractors, and nothing in these Terms shall be construed to create a partnership, joint venture, agency, employment, or franchise relationship between the parties. Neither party has the authority to bind or make commitments on behalf of the other party.

20.8 No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties and their permitted successors and assigns, and nothing in these Terms, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

20.9 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from these Terms. The remaining provisions of these Terms shall continue in full force and effect and shall not be affected by the invalid, illegal, or unenforceable provision or by its severance.

20.10 Interpretation. The headings and captions in these Terms are for convenience of reference only and shall not affect the interpretation or construction of these Terms. In the event of any ambiguity or question of intent or interpretation, these Terms shall not be construed for or against either party by reason of the extent to which either party or its professional advisors participated in the drafting of these Terms.

20.11 Counterparts and Electronic Signatures. These Terms and any Order Forms may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution by electronic signature (including DocuSign, Adobe Sign, or similar services) or exchange of signature pages by email or facsimile shall have the same force and effect as execution of original signatures.

20.12 Publicity. Neither party shall issue any press release or make any public announcement regarding these Terms or the relationship between the parties without the other party's prior written consent. However, TRX may identify Customer as a customer of TRX and use Customer's name and logo in TRX's customer lists, marketing materials, and on TRX's website without Customer's consent, provided that such use complies with Customer's trademark usage guidelines (if any).

20.13 No Employment of TRX Personnel. During the Subscription Term and for one (1) year thereafter, Customer shall not, directly or indirectly, solicit, recruit, or hire any employee or contractor of TRX who has been involved in providing the Services without TRX's prior written consent.

20.14 Language. These Terms are drafted in the English language. If these Terms are translated into any other language, the English language version shall control in the event of any conflict or discrepancy.

20.15 Relationship to Other Agreements. These Terms govern Customer's use of the Services. These Terms do not supersede any separate agreements between the parties regarding other matters. In the event of any conflict between these Terms and any other agreement between the parties, the agreement that specifically addresses the subject matter in question shall control.

20.16 Contact Information. Questions about these Terms should be directed to:

American Platform Services LLC dba TheRecordXchange

1600 W. Broadway Rd. Suite 350

Tempe, AZ 85282

Phone: (800) 406-1290

Email: customersuccess@trxchange.com

END OF TERMS OF SERVICE

BY ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.