

## AUDITORIA.AI SMARTRESEARCH USE TERMS

The following terms govern Customer's use of the Auditoria.AI SmartResearch Service.

### 1. SERVICE DESCRIPTION

1.1 Auditoria "SmartResearch" is a financial intelligence service that provides analysis of Customer's cash cycle data to finance decision-making teams, including Controller, VP Finance, and FP&A roles. SmartResearch connects to Customer's system of record ("SOR") and other configured data sources through the Auditoria Platform and periodically syncs records and transactions, such as suppliers, supplier bills, purchase orders, payments, customers, customer invoices, and aging data. Users submit financial intelligence queries and SmartResearch responds by retrieving, synthesizing, and analyzing relevant records across the connected data sources. Results are presented in the Auditoria Console, including as ad hoc analysis and as dashboard content.

1.2 Queries may draw on three categories of data. First, Customer's first-party data synced from connected enterprise systems, including AP, AR, and general ledger systems. Second, agent-generated data produced by Auditoria Digital Workers operating in the same Customer tenant and where the corresponding Digital Workers are subscribed, such as invoice and statement disposition outcomes, helpdesk inquiries and resolutions, collections and dunning interaction history, promise-to-pay records, remittance matching outcomes, and exception and approval history. Third, where licensed, third-party data sources as identified in the applicable order form; availability of any particular third-party source is subject to Customer's applicable subscription and the terms of the underlying data license. Together these sources support analysis such as vendor risk assessment, customer health analysis, payment trend analysis, and cash flow context.

1.3 Responses include references to the underlying records used in the analysis. Activity is logged in the Auditoria platform.

1.4 SmartResearch is accessible through the browser-based Auditoria Console, with user roles configured separately from the SOR system.

### 2. DEFINITIONS

2.1 "**Action Unit**" or "**AU**" is the unit of measure used to quantify Customer's consumption of a consumption-based Service (including SmartResearch), representing the data-retrieval and computational work the Service performs to respond to a Query. The number of Action Units a Query consumes may vary with the work performed, including the number and type of data sources accessed and whether a forecast, scenario, or other analytical model is executed. Auditoria.AI may make available materials describing representative Action Unit consumption for common Query types but these illustrations are indicative only and are not a guarantee of the Action Units any particular Query will consume.

2.2 "**Assisted Action**" means a Query initiated by a User.

2.3 "**Autonomous Action**" means a Query initiated by the Service on a scheduled or event-triggered basis without contemporaneous User action, including scheduled skills, standing monitors, threshold alerts, and auto-refreshed forecasts.

2.4 "**Committed Action Units**" means the quantity of Action Units set forth in the applicable Order Form that Customer commits to purchase for the Service Term or other period stated therein.

2.5 "**Consumption Dashboard**" means the in-product interface through which Auditoria.AI makes available Customer's Action Unit consumption to Customer.

2.6 "**Overage**" means Customer's consumption of Action Units, during the applicable period, in excess of the Committed Action Units; and "Overage Rate" means the per-Action-Unit price applicable to Overage as set forth in the applicable Order Form (and, absent a stated Overage Rate, the applicable Unit Rate).

2.7 "**Query**" means a single request for the Service to perform work — whether an Assisted Action or an Autonomous Action — together with the follow-ups, drill-downs, data retrievals, and analytical steps the Service performs internally to respond to that request.

2.8 "**Unit Rate**" means the per-Action-Unit price set forth in the applicable Order Form, which may differ for Assisted Actions and Autonomous Actions.

### 3. METERING

3.1 Metering. Auditoria.AI meters Action Unit consumption using its systems and records. Customer may view its Action Unit consumption relative to its Committed Action Units through the Consumption Dashboard.

3.2 Notice of Usage. Auditoria.AI will use commercially reasonable efforts to notify Customer's designated administrator when consumption reaches approximately 90% of the Committed Action Units for the applicable period.

3.3 Records and Detail. Auditoria.AI will retain consumption records for the Service Term and will make per-Query consumption detail available to Customer through the Service.

3.4 Unbilled Usage. Platform operations that are not responsive to a Customer Query — including system health checks, consumption-threshold notifications, and Auditoria.AI's own telemetry — do not consume Action Units and are not billed. Consumption in non-production, sandbox, or trial environments is not charged unless the applicable Order Form expressly states otherwise.

3.5 No Interruption; No Automatic Stop. Reaching or exceeding the Committed Action Units does not suspend, throttle, or interrupt the Service; Queries continue to be processed and the resulting consumption is billed as Overage.

3.6 Expiration. Unless the Order Form expressly states otherwise, Committed Action Units are for use during the applicable period, do not roll over to any subsequent period, and are not refundable if unused.

### 4. FAIR USE

4.1 Non-Circumvention. In addition to the limitations set forth in the MSA, Customer will not, and will not permit any User or third party to:

- a. circumvent, manipulate, artificially inflate, or interfere with Action Unit metering or the Consumption Dashboard;
- b. access the Service other than through the interfaces and methods provided or authorized by Auditoria.AI; and/or
- c. use automated means to generate Queries other than through Service features designed for that purpose (for example, scheduled or autonomous skills).

4.2 Platform Protection. Auditoria.AI may take reasonable measures to protect the Service and its other customers from consumption that is fraudulent or abusive, or that materially threatens the security, integrity, or availability of the Service.