VendorBenchmark Terms of Service

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These Terms of Service (the "Terms") are a binding agreement between VendorBenchmark LLC ("VendorBenchmark", "we", "us") and the organization on whose behalf you accept them (the "Customer", "you"). They govern access to and use of the Vera AI platform at vendorbenchmark.com and app.vendorbenchmark.com, including the Vera AI assistant, benchmark data, playbooks, reports, and all related services (together, the "Service").

By ticking the acceptance box, creating an account, or using the Service, you accept these Terms on behalf of your organization and represent that you have authority to bind it. If you do not agree, do not use the Service.

If your organization has signed a separate master subscription agreement or order form with VendorBenchmark, that agreement controls where it conflicts with these Terms.

1. THE SERVICE, AND WHAT IT IS NOT

1.1. What the Service is. VendorBenchmark provides software contract benchmarking, market pricing intelligence, negotiation playbooks, contract analysis tooling, and AI assisted research for organizations that buy enterprise software.

1.2. Informational only. All benchmark figures, percentiles, market ranges, verdicts, playbooks, and AI outputs are estimates and opinions derived from aggregated market data and analyst judgment. They are provided for your internal information only. They are not legal advice, financial advice, or a representation about any vendor's internal pricing policies, and no output of the Service describes any specific agreement between a vendor and any third party. You are responsible for your own commercial decisions and should involve your own legal and procurement advisors before acting.

1.3. No affiliation. VendorBenchmark is independent. It is not affiliated with, endorsed by, or acting on behalf of any software vendor referenced in the Service. Vendor names and marks belong to their owners and are used only to identify the products being benchmarked.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1. Buy side only. The Service is licensed exclusively to organizations evaluating, purchasing, or managing software and related services for their own use ("Buy Side Organizations"), and to advisors acting for them under confidentiality obligations at least as protective as these Terms.

2.2. Vendor exclusion. You may not register for, access, or use the Service, directly or through any intermediary, if you are, or you act for, (a) a software vendor, publisher, or manufacturer whose products or category of products are benchmarked in the Service, (b) a reseller, distributor, or channel partner of such a vendor, or (c) any person accessing the Service to gather competitive, sales, or negotiation intelligence for the benefit of a party selling software or related services. Determining whether an organization falls within this Section is at our reasonable discretion.

2.3. Accurate registration. You must register with your true identity, your real employer, and a corporate email address of the organization you represent. Registering with a personal, disposable, or third party email address to obscure your affiliation is a material breach of these Terms.

2.4. Right to decline and verify. We may decline, condition, suspend, or terminate any registration or subscription at any time where we reasonably believe Section 2.2 or 2.3 is not satisfied, including declining paid subscriptions from vendor affiliated organizations. We may request reasonable evidence of your affiliation.

2.5. Account security. You are responsible for the confidentiality of your credentials and for all activity under your account. Notify us promptly at info@vendorbenchmark.com of any suspected unauthorized access.

3. CONFIDENTIALITY OF PLATFORM CONTENT

3.1. Platform Content. "Platform Content" means all content made available through the Service other than Your Content (Section 5), including benchmark data, market ranges, percentile data, discount and concession analysis, playbooks, negotiation frameworks, recommendations, reports, briefs, research library documents, and AI generated outputs.

3.2. Confidential treatment. Platform Content that is not published on our public website is VendorBenchmark's confidential information. You will (a) use it only for your organization's internal procurement, budgeting, and vendor management purposes, (b) restrict access to your personnel and engaged advisors who need it for those purposes and who are bound by confidentiality obligations at least as protective as these Terms, and (c) protect it with at least the care you use for your own confidential information, and no less than reasonable care.

3.3. Prohibited disclosures. Except as expressly permitted in Section 3.4, you will not disclose, publish, resell, sublicense, or otherwise make Platform Content available to any third party, and in particular you will not share Platform Content, in whole or in part, with any software vendor, reseller, or their representatives.

3.4. Permitted negotiation use. You may reference conclusions drawn from Platform Content in your own negotiations (for example, that a quoted price is above market), but you may not provide vendors with copies, screenshots, or extracts of Platform Content, reveal VendorBenchmark methodology or playbook material, or identify the Service as the source unless we agree in writing.

3.5. Exclusions. Confidentiality obligations do not apply to information that is or becomes public through no breach of these Terms, was lawfully known to you without restriction before disclosure, is independently developed without use of Platform Content, or must be disclosed by law or regulation, provided you give us prompt notice where legally permitted and disclose only what is required.

3.6. Survival. This Section 3 survives termination for five (5) years, and for trade secrets, for as long as they remain trade secrets.

4. ACCEPTABLE USE

You will not, and will not permit anyone to:

- access or use the Service in violation of Section 2 (eligibility) or Section 3 (confidentiality);
- scrape, crawl, bulk download, or systematically extract Platform Content, or use the Service to build, train, or improve a competing product, dataset, or model;
- share, lend, or pool account credentials, or provide access to persons outside your organization except permitted advisors under Section 3.2;
- probe, scan, or test the vulnerability of the Service except under a written security testing authorization from us, or circumvent access controls, rate limits, or usage caps;
- upload content you do not have the right to upload (see Section 5), malware, or unlawful content;
- misrepresent your identity, employer, or purpose, including at trial signup;
- use the Service to violate any law or third party right; or
- frame, mirror, or republish any part of the Service.

We may monitor usage patterns for abuse, apply technical protections including per account content fingerprinting, and suspend access immediately for any breach of this Section or Section 2 or 3.

5. YOUR CONTENT AND UPLOADED CONTRACTS

5.1. Your Content. "Your Content" means contracts, quotes, invoices, and other files and data your users upload or submit to the Service, and outputs of the Service to the extent they incorporate that material.

5.2. Ownership. You retain all rights in Your Content. You grant us a non exclusive, worldwide license to host, process, transmit, and display Your Content solely to provide and support the Service for you, to maintain security, and to comply with law.

5.3. Your responsibilities and warranties. You are solely responsible for Your Content. You represent and warrant that (a) you have all rights, consents, and authority necessary to upload Your Content and to permit the processing described in these Terms, including under any confidentiality or non disclosure obligation you owe a vendor or

other third party, and (b) uploading and processing Your Content will not breach any agreement to which you are party. If a contract you wish to upload prohibits disclosure to service providers, it is your responsibility not to upload it.

5.4. Aggregated data. We may create and use data that is derived from usage of the Service and Your Content but that is aggregated with data from other customers and anonymized so that it does not identify you, your users, your organization, or any specific agreement, including to operate, improve, and calibrate benchmarks in the Service. We apply minimum aggregation thresholds so that no benchmark figure is traceable to any single customer or contract.

5.5. No AI training on identifiable content. We do not use Your Content to train generalized AI models. AI features process Your Content only to generate outputs for you.

5.6. Deletion. You may delete Your Content through the Service. Deletion removes both database records and stored files, subject to backup cycles and legal retention obligations, per our data retention policy.

6. SUBSCRIPTIONS, TRIALS, AND FEES

6.1. Plans. Access levels, features, usage caps, and AI quotas are described in the plan documentation in the Service. We may decline to offer, or may limit, any trial in our discretion, including under Section 2.4.

6.2. Fees and invoicing. Paid subscriptions are billed by invoice per the applicable order. Invoices are due thirty (30) days from the invoice date. Late amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Fees exclude taxes; you are responsible for applicable taxes other than our income taxes.

6.3. Term and renewal. Subscriptions run for the period stated in the order and renew for successive periods of the same length unless either party gives notice of non renewal at least thirty (30) days before the end of the then current period.

6.4. Trials. Trial access is provided as is, may be modified or withdrawn at any time, and is subject to all of Sections 2, 3, and 4.

7. INTELLECTUAL PROPERTY

7.1. We and our licensors own the Service and all Platform Content, including all software, benchmark datasets, methodologies, playbooks, templates, and AI system prompts, and all intellectual property rights in them. You receive only the limited right to use the Service per these Terms; no other rights are granted.

7.2. Feedback you provide about the Service may be used by us without restriction or obligation.

7.3. You may not remove or alter proprietary notices, and you may not use the VendorBenchmark or Vera AI names or marks except to identify yourself factually as a customer, unless covered by a separate written logo or publicity consent.

8. PUBLICITY AND LOGOS

We will not use your name or logo publicly without your prior written consent, which may be given through a separate logo release. You may withdraw consent prospectively at any time.

9. PRIVACY AND SECURITY

Our processing of personal data is described in the VendorBenchmark privacy documentation and, where applicable, a Data Processing Addendum. We maintain administrative, technical, and organizational safeguards including tenant isolation, encryption in transit and at rest, role based access control, and audit logging, as described in our security documentation.

10. WARRANTIES AND DISCLAIMERS

10.1. We warrant that we provide the Service with reasonable skill and care.

10.2. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE AND ALL PLATFORM CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, AND ACCURACY. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT BENCHMARK FIGURES, AI OUTPUTS, OR RECOMMENDATIONS ARE ACCURATE, COMPLETE, OR CURRENT, OR THAT ANY NEGOTIATION OUTCOME WILL BE ACHIEVED. AI GENERATED OUTPUTS MAY CONTAIN ERRORS AND MUST BE INDEPENDENTLY VERIFIED BEFORE RELIANCE.

10.3. Benchmark data reflects aggregated market observations and analyst estimates as of the stated date and does not describe the terms of any specific third party agreement.

11. INDEMNIFICATION

11.1. By you. You will defend and indemnify VendorBenchmark against third party claims, and resulting damages, costs, and reasonable attorneys' fees, arising from (a) Your Content, including any claim that uploading or processing Your Content breached a confidentiality obligation you owe a third party, (b) your breach of Sections 2, 3, or 4, or (c) your use of Platform Content in violation of these Terms.

11.2. By us. We will defend and indemnify you against third party claims alleging that the Service, as provided by us and used per these Terms, infringes a third party's intellectual property rights, and will pay resulting damages and reasonable attorneys' fees finally awarded or agreed in settlement. This does not apply to claims arising from Your Content, combinations with materials we did not supply, or use in breach of these Terms. If the Service is subject to such a claim we may procure the right for you to continue using it, modify it to be non infringing, or terminate the affected part and refund prepaid unused fees.

11.3. The indemnified party must give prompt notice, sole control of the defense to the indemnifying party, and reasonable cooperation.

12. LIMITATION OF LIABILITY

12.1. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY.

12.2. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS IS CAPPED AT THE FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, OR USD 1,000 FOR FREE AND TRIAL ACCESS.

12.3. The caps in Section 12.2 do not apply to (a) your breach of Sections 2, 3, or 4, (b) either party's indemnification obligations under Section 11, (c) your payment obligations, or (d) a party's fraud or willful misconduct. NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE LIMITED BY LAW.

12.4. YOU ACKNOWLEDGE THAT DECISIONS YOU MAKE IN RELIANCE ON PLATFORM CONTENT, INCLUDING NEGOTIATION STRATEGY AND VENDOR SELECTION, ARE YOURS ALONE, AND THAT WE HAVE NO LIABILITY FOR THE OUTCOME OF ANY NEGOTIATION OR COMMERCIAL DECISION.

13. SUSPENSION AND TERMINATION

13.1. Either party may terminate for material breach not cured within thirty (30) days of written notice, or immediately if the breach is incapable of cure. We may suspend or terminate immediately, without refund, for breach of Sections 2, 3, or 4.

13.2. On termination, your access ends, and each party will, on request, delete or return the other's confidential information, subject to backup cycles and legal retention. Sections 3, 5.3, 7, 10, 11, 12, 13.2, and 15 survive.

13.3. For thirty (30) days after termination not caused by your breach, we will make Your Content available for export on request.

14. CHANGES TO THE SERVICE AND THESE TERMS

We may modify the Service, provided we do not materially reduce the core functionality of a paid subscription during its term. We may update these Terms; material changes will be notified in the Service or by email at least thirty (30) days before they take effect, and continued use after the effective date is acceptance. For paid subscriptions, material adverse changes do not apply until renewal unless required by law.

15. GENERAL

15.1. Governing law and venue. These Terms are governed by the laws of the State of Delaware, USA, excluding its conflict of laws rules, and the state and federal courts located in Delaware have exclusive jurisdiction over any dispute arising from them, except that either party may seek injunctive relief in any court of competent jurisdiction.

15.2. Assignment. Neither party may assign these Terms without the other's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, with notice.

15.3. Export and sanctions. You represent you are not subject to sanctions and will comply with export laws.

15.4. Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control.

15.5. Notices. Legal notices to us go to VendorBenchmark LLC, 1007 N Orange St, 4th Floor, Suite #5951, Wilmington, Delaware 19801, United States, with a copy to info@vendorbenchmark.com. Notices to you go to your account owner's registered email.

15.6. Entire agreement. These Terms, the order, and the documents incorporated by reference are the entire agreement about the Service and supersede prior discussions. Purchase order terms are rejected. No waiver is effective unless in writing. If a provision is unenforceable, the remainder stands.

15.7. No third party beneficiaries. These Terms create no rights in any third party, including any software vendor.

> **Questions about these Terms?** Write to info@vendorbenchmark.com and we will come back to you within two business days.