RANKABOVE.AI

TERMS OF SERVICE

Last Updated: October 2026

These Terms of Service (“Terms” or “Agreement”) are a binding legal agreement between Fulcrum Digital Inc., a corporation with its principal place of business at 259 W 30th St, Suite 1300, New York, NY 10001-2809, USA (“Fulcrum,” “we,” “us,” or “our”), and the individual or entity accessing or using the Software (“Customer,” “you,” or “your”). Fulcrum and Customer are each a “Party” and together the “Parties.”

These Terms are the single, complete agreement governing commercial (paid, production) access to and use of RankAbove.ai, and apply equally and identically to (a) individuals contracting in their personal or sole-proprietor capacity, and (b) enterprises, companies, and other organizations (including their Authorized Users), except where a section expressly states otherwise. There is no separate enterprise agreement: plan-specific details (subscription tier, seat count, billing frequency, and fees) are captured through Customer's Plan Selection and form part of this same Agreement, unless otherwise agreed in writing.

PLEASE READ THESE TERMS CAREFULLY BEFORE CLICKING “I AGREE” OR ACCESSING OR USING THE SOFTWARE. THESE TERMS CONTAIN PROVISIONS THAT SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING: (1) A BINDING INDIVIDUAL ARBITRATION REQUIREMENT AND A WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS (SECTION 25); (2) A WAIVER OF THE RIGHT TO A JURY TRIAL (SECTION 25); (3) A DISCLAIMER OF WARRANTIES AND A LIMITATION AND CAP ON FULCRUM'S LIABILITY (SECTIONS 20 AND 22); AND (4) FEES THAT AUTOMATICALLY RENEW AND ARE NON-REFUNDABLE (SECTION 6). BY CLICKING “I AGREE,” “I ACCEPT,” “CREATE ACCOUNT,” OR “SUBSCRIBE,” OR BY ACCESSING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT CLICK TO ACCEPT AND DO NOT ACCESS OR USE THE SOFTWARE.

1. Acceptance of These Terms

1.1 Clickwrap Acceptance. By clicking “I Agree,” “I Accept,” “Create Account,” “Subscribe,” or a similarly labeled button or checkbox presented alongside these Terms (with these Terms made available for review by conspicuous, adjacent hyperlink at the time of acceptance), or by accessing, installing, or using the Software, Customer acknowledges that it has been presented with the notice above, has had the opportunity to read and review these Terms, and agrees to be bound by these Terms and any policies incorporated by reference, including the RankAbove.ai Privacy Policy and Acceptable Use Policy. The individual completing acceptance does so either (a) on Customer's own behalf as an individual, or (b) on behalf of the entity for which that individual acts, as set out in Sections 1.2 and 1.3. If Customer does not agree, Customer must not click to accept and must not access or use the Software.

1.2 Authority to Bind an Enterprise. If Customer is accepting these Terms on behalf of a company, organization, or other legal entity- including by checking a box indicating a company purchase, entering a company name, or using a company payment method at checkout - Customer represents and warrants that it has the authority to bind that entity and its Authorized Users to these Terms, in which case “Customer” refers to that entity.

1.3 Individual Capacity. If Customer is an individual accepting these Terms in a personal or sole-proprietor capacity, Customer represents and warrants that Customer is at least eighteen (18) years of age (or the age of legal majority in Customer's jurisdiction) and has the legal capacity to enter into a binding contract.

1.4 No Modification of Clickwrap Terms. This Agreement applies as a single, standard instrument to all Customers, whether individual or enterprise. Customer may not propose or rely on any additional or different terms (including terms in a purchase order, procurement portal, or vendor onboarding form) in connection with the Software, and any such additional or different terms are rejected and have no effect unless expressly agreed in a written amendment signed by an authorized representative of Fulcrum that specifically identifies and amends these Terms.

2. Definitions

2.1 “Account” means the registered account through which Customer or an Authorized User accesses the Software.

2.2 “Authorized User” means an individual authorized by Customer to access and use the Software under Customer's Account, including Customer's employees, contractors, or, for an individual Customer, Customer itself.

2.3 “Confidential Information” has the meaning set out in Section 15.1.

2.4 “Customer Data” means data, content, files, URLs, prompts, keywords, or other materials submitted to or processed by the Software by or on behalf of Customer or an Authorized User.

2.5 “Documentation” means Fulcrum's then-current user guides, help center articles, and technical documentation for the Software.

2.6 “Plan Selection” means the subscription plan, tier, seat count, usage limits, billing frequency, and fees selected by Customer (whether an individual or an enterprise) during online registration or checkout on the RankAbove.ai website or within the Software's account settings, and confirmed to Customer electronically (for example, by an on-screen order summary or confirmation email). A Plan Selection is not a separate contract; it is incorporated into, and forms an operative part of, this single Agreement and does not create a second, standalone agreement between the Parties.

2.7 “Output” means the analyses, scores, recommendations, citations, rewrites, and other content generated by the Software in response to Customer Data.

2.8 “Software” means Fulcrum's proprietary software-as-a-service product marketed as “RankAbove.ai,” including the web application, dashboard, WordPress plugin, or any other CMS plugin or CMS integration, application programming interfaces, and any associated Documentation, in each case excluding third-party components licensed separately.

2.9 “Subscription Term” means the period during which Customer is entitled to access the Software under a purchased subscription plan, as set out in Customer's Plan Selection.

3. Eligibility and Account Registration

3.1 Registration Information. Customer shall provide accurate, current, and complete information when creating an Account and shall promptly update such information to keep it accurate.

3.2 Account Security. Customer is responsible for maintaining the confidentiality of Account credentials and for all activities that occur under Customer's Account, whether or not authorized by Customer. Customer shall promptly notify Fulcrum of any unauthorized access to or use of its Account.

3.3 One Account per Website. Customer shall administer one Account per website or property on which the Software is used, and shall not circumvent seat, usage, or pricing tiers by operating multiple Accounts for the same website or organization without Fulcrum's written consent. An Account may have multiple authorized users,

provided such users are added solely by the Account's designated Administrator. Customers with a separate negotiated Statement of Work or Service Level Agreement with Fulcrum shall be governed by the terms of that SOW/SLA to the extent of any conflict with this Section.

3.4 Restricted Persons. Customer represents that it is not, and is not owned or controlled by, a person or entity that is subject to U.S. or other applicable sanctions or export-control restrictions, and that Customer is not located in, and will not access the Software from, a jurisdiction subject to comprehensive sanctions administered by the U.S. government..

3.5 Usage Verification; Audit. Fulcrum may, at any time (a) request that Customer provide a written attestation of its Authorized User count and usage against the limits of Customer's Plan Selection, and/or (b) run automated checks (including through the Software's own account and usage logs) to verify Customer's compliance with the access and usage restrictions in these Terms. Customer shall cooperate in good faith with any such request. If verification shows usage in excess of Customer's Plan Selection, Fulcrum will charge applicable overage fees under Section 6.6 and/or require Customer to upgrade its plan, in addition to any other rights Fulcrum has under these Terms.

4. The Service; Right to Access

4.1 Right to Access. Subject to Customer's compliance with these Terms and payment of applicable fees, Fulcrum grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Software and help Documentation, during the Subscription Term, solely for Customer's own internal business purposes (or, for an individual Customer, personal or sole-proprietor purposes) in accordance with the subscription plan and usage limits identified in Customer's Plan Selection. This right is a limited authorization to access and use the Software as a service; it is not a license or other grant of any right, title, or interest in or to the Software or any intellectual property rights therein.

4.2 Authorized Users. Customer may permit its Authorized Users to access the Software solely on Customer's behalf and subject to these Terms. Customer is responsible for its Authorized Users' compliance with these Terms and for any breach by an Authorized User.

4.3 Reservation of Rights. All rights not expressly granted to Customer are reserved by Fulcrum. Nothing in these Terms grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to the Software, whether by implication, estoppel, or otherwise, and Customer's right to access and use the Software is limited to the authorization expressly granted in Section 4.1.

4.4 Modifications to the Software. Fulcrum may modify, update, enhance, limit, or discontinue any part of the Software at any time, in its sole discretion, including adding, changing, or removing features, with or without notice. Customer's sole remedy if Customer is dissatisfied with any such change is to stop using the Software and, if applicable, cancel its subscription in accordance with Section 10.1.

5. Use Restrictions; Acceptable Use

5.1 Prohibited Uses. Customer shall not, and shall not permit any Authorized User or third party to: (a) copy, modify, or create derivative works of the Software; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Software, except to the extent such restriction is prohibited by applicable law; (c) rent, lease, sell, sublicense, distribute, or otherwise make the Software available to any third party outside Customer's own organization, including as part of a service bureau, outsourcing, or managed-service offering, without Fulcrum's prior written consent; (d) remove, obscure, or alter any proprietary notices on the Software; (e) circumvent or attempt to circumvent any usage limits, access controls, or access-authentication mechanisms; or (f) use the Software to build, train, or benchmark a competing product or service; provided that nothing in this Section 5.1(f) restricts Customer's right to publish an honest review, comparison, or assessment of the Software's performance, quality, or features.

5.2 Acceptable Use. Customer shall not use the Software to: (a) transmit malware or engage in unauthorized scanning, scraping (other than the Software's own intended crawling functionality), or penetration testing of Fulcrum's systems; (b) violate any applicable law, regulation, or third-party right, including intellectual property, privacy, or publicity rights; (c) transmit unlawful, defamatory, obscene, or infringing content; or (d) interfere with or disrupt the integrity or performance of the Software or any data contained therein.

5.3 High-Risk Use Prohibited. The Software is not designed, intended, or authorized for use in connection with any high-risk activity where failure could lead to death, personal injury, or severe physical, environmental, or economic damage, including life-support systems, medical devices, or critical infrastructure control systems.

5.4 Suspension for Violation. Fulcrum may immediately suspend Customer's or an Authorized User's access to the Software upon a reasonably suspected violation of this Section 5, pending investigation, without liability to Fulcrum.

6. Subscription Plans, Fees, and Payment Terms

6.1 Plan Selection Governs Fees. Customer's subscription plan, applicable usage tier or limits, billing frequency, and fees are presented to and selected by Customer during online registration or checkout (Customer's "Plan Selection") and are incorporated into, and governed exclusively by, this Agreement - no separate order form, quote, or enterprise contract is required or contemplated for individual or enterprise Customers alike, unless otherwise agreed in writing . This document does not itself state, and should not be read to imply, any specific fee amount; fees are those shown to Customer at the time of Plan Selection and in Customer's Account billing history.

6.2 Payment Terms. Except as otherwise shown in Customer's Plan Selection, subscription fees are invoiced or charged automatically and in advance of each billing cycle (monthly, annually, quarterly or semi-annually or such other cycle as selected by Customer which is available), are due upon invoice or charge, and are non-refundable except as expressly stated in these Terms or required by applicable law. Customer authorizes Fulcrum (or its payment processor) to charge Customer's designated payment method for all fees, taxes, and other charges incurred under Customer's Account. Fulcrum does not collect or store full payment card or bank account details in connection with these Terms; such information is collected and processed by Fulcrum's third-party payment processor under its own terms and privacy policy.

6.3 Taxes. Fees are exclusive of applicable sales, use, value-added, goods-and-services, withholding, or similar taxes and duties ("Taxes"), and Customer is responsible for all Taxes associated with its purchase, other than taxes based on Fulcrum's net income. Fulcrum calculates, collects, and remits Taxes based on the location (including the billing address and ZIP or postal code) that Customer provides at checkout or in its Account. Customer represents and warrants that the location information it provides is accurate, current, and complete, and Customer shall promptly update it to keep it accurate. Customer authorizes Fulcrum to rely on that location information in determining the

applicable taxing jurisdiction and rate. If any Taxes are required to be withheld or deducted, Customer shall pay such additional amounts as are necessary so that the net amount Fulcrum receives equals the amount it would have received had no such withholding or deduction been required. Customer shall defend, indemnify, and hold Fulcrum harmless from and against any Taxes, and any related interest, penalties, fines, or additions to tax, assessed against or incurred by Fulcrum as a result of location or other tax information that Customer provided that is false, inaccurate, incomplete, or out of date.

6.4 Auto-Renewal. Unless Customer cancels prior to the end of the then-current Subscription Term , the subscription will automatically renew for a successive term of equivalent length, at Fulcrum's then-current fees for the applicable plan, and Customer's payment method will be charged accordingly. Fulcrum will provide reasonable advance notice of an upcoming renewal charge to the extent required by applicable law.

6.5 Fee Changes. Fulcrum may change subscription fees for a plan, provided that any fee increase will not take effect until Customer's next renewal term and Fulcrum provides reasonable advance notice of the change, allowing Customer to cancel prior to renewal at the prior pricing.

6.6 Overage and Usage-Based Charges. If Customer's use of the Software (including page analyses, API calls, or Authorized User seats) exceeds the limits of its subscription plan, Fulcrum shall throttle or suspend excess use, or charge Customer for such overage on monthly basis at Fulcrum's then-current overage rates, as identified at checkout, in the Software's account settings, or in Customer's Plan Selection.

6.7 Failed or Late Payment. If any payment is declined, reversed, or otherwise not received when due, Fulcrum may immediately suspend Customer's access to the Software, with or without prior notice, until all amounts due are paid in full. Fulcrum may, in its discretion, offer Customer an opportunity to cure before suspension, but is under no obligation to do so. Fulcrum may charge reasonable interest on overdue, undisputed amounts at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

6.8 No Refunds. Except as expressly provided in Customer's Plan Selection or as required by applicable consumer-protection law, fees paid are non-refundable and Fulcrum will not provide refunds or credits for partial subscription periods, unused capacity, or early termination.

7. Free Trials and Promotional Offers

7.1 Trial Conversion. If Customer is offered a free or discounted trial period, Fulcrum will clearly disclose, before the trial begins, the trial length, the fees that will apply upon conversion, the date Customer's payment method will first be charged, and how to cancel before conversion. Unless Customer cancels before the end of the trial period using the cancellation method made available to Customer, the Account will automatically convert to a paid subscription and Customer's payment method (once provided) will be charged in accordance with Section 6.

7.2 No Warranty During Trial. Sections 20 (Disclaimer of Warranties) and 22 (Limitation of Liability) apply with equal force to any free trial or promotional use of the Software.

8. Term and Renewal

8.1 Term. These Terms commence on the date Customer first accepts them (by clickwrap acceptance or first use of the Software) and continue until terminated as set out in Section 10, and apply to each successive Subscription Term renewed under Section 6.4.

9. Suspension

9.1 Grounds for Suspension. In addition to suspension rights elsewhere in these Terms, Fulcrum may suspend Customer's or any Authorized User's access to the Software, in whole or in part, with or without prior notice and in its sole discretion, if Fulcrum reasonably believes: (a) Customer's use poses a security risk to the Software or to other customers; (b) Customer's use may subject Fulcrum to liability; (c) Customer is in breach of these Terms; or (d) suspension is required to comply with applicable law or a governmental request. Fulcrum has no liability to Customer for any suspension under this Section 9.

10. Termination; Effect of Termination

10.1 Termination for Convenience. Customer may terminate its subscription at any time by cancelling through Account settings or by written notice to Fulcrum, effective at the end of the then-current billing cycle unless otherwise stated in Customer's Plan Selection. Fulcrum may terminate a subscription for convenience at any time upon notice to Customer, without a minimum notice period, and without liability to Fulcrum for doing so.

10.2 Termination for Cause. Fulcrum may terminate these Terms or Customer's access to the Software immediately upon written notice if Customer breaches these Terms, without any obligation to allow Customer an opportunity to cure. Customer may terminate these Terms upon written notice if Fulcrum materially breaches these Terms and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

10.3 Effect of Termination. Upon termination or expiration of these Terms: (a) all rights of access granted to Customer immediately cease; (b) Customer shall stop all use of the Software; (c) Customer remains liable for all fees accrued or due through the effective date of termination; and (d) Fulcrum may delete Customer Data in accordance with its data retention practices, Section 11, and (for Personal Data as defined in the DPA) Section 10 of the Data Processing Addendum at Annexure 1, subject in each case to any longer retention period required by applicable law or agreed in writing.

10.4 Survival. Sections 2 (Definitions), 4.3 (Reservation of Rights), 6.7 (Failed or Late Payment) and 6.8 (No Refunds) as to amounts accrued before termination, 10.3 and this 10.4, 11 (Customer Data; Data Protection; Privacy, solely with respect to Fulcrum's post-termination handling of any retained Customer Data), 12 (Security),13 (Intellectual Property Rights), 14 (Feedback), 15 (Confidentiality), 16 (Third-Party Services and Open-Source Components), 17 (Compliance with Laws; Export Control; Anti-Corruption), 18 (Publicity), 19 (Non-Solicitation, for the period stated therein), 20 (Disclaimer of Warranties), 21 (Indemnification), 22 (Limitation of Liability), 25 (Governing Law; Dispute Resolution), 26 (Notices), and 27 (General Provisions), together with the Data Processing Addendum at Annexure 1 for so long as Fulcrum retains any Customer Data, survive termination or expiration of these Terms. No other Section is intended to survive, including Sections 5, 9, 23, and 24, which by their nature apply only during an active Subscription Term.

11. Customer Data; Data Protection; Privacy

11.1 Ownership of Customer Data. As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Fulcrum a limited, non-exclusive, worldwide license to host, reproduce, transmit, display, and process Customer Data solely to provide, operate, secure, support, and improve the Software.

11.2 Customer Responsibility. Customer is solely responsible for the legality, accuracy, and appropriateness of Customer Data and for ensuring it has all rights and consents necessary to submit Customer Data to the Software.

11.2A Right to Crawl; Customer Website Representations. Customer instructs and authorizes Fulcrum, and its sub-processors and third-party service providers (including third-party artificial-intelligence, model, and search

providers) acting on Fulcrum's behalf, and grants Fulcrum all rights, licenses, permissions, and consents necessary or useful (which Fulcrum may exercise directly or through such sub-processors and third-party service providers), to crawl, scrape, access, index, copy, store, and process the websites, web pages, properties, and other content that Customer designates or connects for analysis, and to process the data collected from them, in order to provide, operate, secure, support, and improve the Software and generate Output. Customer acknowledge that Fulcrum relies on third-party service providers to perform portions of the crawling, search, and analysis. Customer represents, warrants, and covenants that it owns or otherwise controls, or has and will maintain all rights, authority, consents, and permissions in and to, each website, web page, property, and account it designates or connects, such that the crawling, scraping, access, and processing by Fulcrum and its sub-processors and third-party service providers as authorized under these Terms will not infringe, misappropriate, or otherwise violate any intellectual property, privacy, publicity, contract, or other right of any third party, breach any applicable website terms of use or other agreement, or violate any applicable law (including any computer-access or anti-circumvention law).

11.3 Restricted Data Categories. Customer shall not submit to the Software any special-category personal data, health or medical information, payment card data, government identification numbers, biometric data, or children's data, unless expressly agreed in writing by Fulcrum with appropriate safeguards in place.

11.4 Privacy Policy; Data Processing Addendum. Fulcrum's processing of personal data submitted as Customer Data is additionally governed by the privacy policy applicable to the Software and by the Data Processing Addendum at Annexure 1 to these Terms ("DPA"), which is incorporated into these Terms by reference and applies automatically, without further action by Customer, to the extent Customer Data includes personal information subject to the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA") or any other applicable U.S. state privacy or data protection law. The Software is offered only to Customers in, and for use in, the United States, and Customer shall not access or use the Software from, or submit Customer Data primarily concerning individuals located in, a jurisdiction outside the United States. The DPA addresses, among other things, the subject matter and duration of processing, Fulcrum's sub-processors and the mechanism for notifying Customer of changes to that list, security measures, and return or deletion of Customer Data.

11.5 Anonymized, Aggregated, and De-Identified Data. Notwithstanding Section 11.1, Fulcrum may anonymize, de-identify, or aggregate Customer Data and other data derived from use of the Software, and may generate, use, disclose, and retain such anonymized, de-identified, or aggregated data, including to train, fine-tune, develop, and improve Fulcrum's machine-learning and artificial-intelligence models, algorithms, and the Software, and to benchmark and develop Fulcrum's other products and services (including for industry reports or marketing materials). With respect to such data, Fulcrum (a) takes reasonable measures to ensure the data cannot reasonably be used, alone or with other information reasonably available to Fulcrum, to infer information about, be associated with, or re-identify Customer or any individual or household; (b) commits to maintain and use the data solely in anonymized, de-identified, or aggregated form and not to attempt to re-identify it, except to test that its de-identification measures are effective; (c) maintains the data solely in such form and does not sell or share it in identifiable form; and (d) contractually obligates any recipient of such data to comply with the foregoing. Such data does not constitute personal information under applicable U.S. state privacy law, and this Section 11.5 controls over Section 16.4 with respect to Fulcrum's use of anonymized, de-identified, or aggregated data.

11.6 Compliance Representation. Customer represents and warrants that its collection and submission of Customer Data, and its use of the Software, complies with applicable data protection laws, including CCPA/CPRA and any other applicable U.S. state or federal privacy or data protection law, and that Customer has obtained all consents and provided all notices required for such collection and submission.

11.7 Deletion on Request. In addition to Fulcrum's deletion obligations on termination under Section 10.3 and the DPA, Customer may request at any time that Fulcrum delete Customer Data associated with its Account, and

Fulcrum will delete such Customer Data from its production systems within a reasonable period after the request (and will cause its sub-processors to do the same), except (a) to the extent Fulcrum is required or permitted by applicable law to retain it; (b) copies contained in routine backups, which are deleted in the ordinary course under Fulcrum's standard backup-retention schedule and are not actively processed in the interim; and (c) anonymized, de-identified, or aggregated data generated in accordance with Section 11.5, which is not associated with Customer or any individual and is not subject to deletion. Deletion of Customer Data may render the Software or Customer's Account unusable, and Section 6.8 (No Refunds) continues to apply.

12. Security

12.1 Safeguards. Fulcrum maintains administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Software and Customer Data, consistent with industry-standard practices for a SaaS product of this nature.

12.2 No Absolute Security. No system is entirely secure. Fulcrum does not guarantee that the Software will be free from unauthorized access, and Customer acknowledges that it transmits Customer Data at its own risk, subject to Fulcrum's safeguards under Section 12.1.

12.3 No Specific Certification Represented. Unless expressly agreed in writing, Fulcrum does not represent that the Software satisfies any specific regulatory or industry security framework or certification (including SOC 2, ISO 27001, HIPAA, or PCI-DSS).

12.4 Incident Notice. Fulcrum will notify Customer without undue delay after becoming aware of a security incident involving unauthorized access to Customer Data, to the extent required by applicable law. Fulcrum's notification obligation under this Section 12.4 is limited to what applicable law requires, and delay in notice does not itself constitute a breach of these Terms provided Fulcrum acts reasonably under the circumstances.

13. Intellectual Property Rights

13.1 Fulcrum IP. As between the Parties, Fulcrum and its licensors own all right, title, and interest in and to the Software, Documentation, and all related intellectual property rights, including any enhancements, modifications, and derivative works thereof, other than the limited rights expressly granted to Customer under these Terms.

13.2 Outputs. As between the Parties, Customer owns all right, title, and interest in and to Output as applied to Customer's content. Fulcrum retains all rights in the underlying Software, models, methodologies, and Fulcrum Confidential Information incorporated in any Output.

13.3 No Reliance; Output Accuracy. Output is generated using automated and AI-assisted processes and is provided for informational purposes only. Output may be incomplete or inaccurate and does not constitute professional, legal, financial, medical, or other expert advice. Customer is solely responsible for reviewing and validating Output before relying on, using or acting upon it. Fulcrum does not control, guarantee, warrant, or assume responsibility for any ranking outcome, business result, or downstream consequence arising from Customer's use of, or reliance on, the Software, and Fulcrum is not, and shall not be construed as, a guarantor of any outcome achieved through use of the Software.

13.4 Trademarks. “RankAbove,” “RankAbove.ai,” and associated logos are trademarks of Fulcrum. Customer may not use Fulcrum's trademarks without Fulcrum's prior written consent, except as reasonably necessary to identify that Customer is a user of the Software.

14. Feedback

14.1 License to Feedback. If Customer provides Fulcrum with suggestions, ideas, or other feedback regarding the Software ("Feedback"), Fulcrum may use such Feedback without restriction or compensation to Customer, and Customer hereby grants Fulcrum a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and incorporate the Feedback into the Software or any other Fulcrum product.

15. Confidentiality

15.1 Definition. "Confidential Information" means non-public information disclosed by one Party ("Discloser") to the other ("Recipient") that is designated confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including the Software's non-public features, security and performance information, pricing (other than as stated in Customer's own Plan Selection), and each Party's business and technical information. Confidential Information does not include information that is or becomes publicly available through no fault of Recipient, was rightfully known to Recipient before disclosure, is independently developed without use of Discloser's Confidential Information, or is rightfully received from a third party without duty of confidentiality.

15.2 Obligations. Recipient shall use Discloser's Confidential Information solely to exercise its rights and perform its obligations under these Terms, shall protect it using at least the same degree of care it uses for its own confidential information of similar nature (and no less than reasonable care), and shall not disclose it to any third party except to its employees, contractors, and advisors with a need to know who are bound by confidentiality obligations at least as protective as those in this Section 15.

15.3 Compelled Disclosure. If Recipient is required by law or court order to disclose Confidential Information, it shall, to the extent legally permitted, give Discloser prompt notice and reasonable cooperation to seek a protective order, and shall disclose only the portion legally required.

16. Third-Party Services and Open-Source Components

16.1 Third-Party Integrations. The Software may interoperate with, or allow Customer to connect, third-party services (such as Google Search Console, Google PageSpeed, Google Lighthouse, Google Analytics, Bing Webmaster Tools, Microsoft Clarity or content management systems etc.). Fulcrum is not responsible for the availability, accuracy, or practices of such third-party services, which are governed by their own terms.

16.2 Open-Source Components. The Software may include open-source or third-party software components licensed under their own terms. Such components are provided "as is" and Fulcrum makes no warranty with respect to them, except as required by the applicable open-source license.

16.3 Transmission of Customer Data to Third-Party AI and Search Providers. Customer acknowledges and agrees that, in order to generate Output, the Software transmits Customer Data (such as page URLs, page content, and keywords) to designated third-party AI model and search providers (which may include, among others, OpenAI, Anthropic, Google, xAI, Perplexity, and Brave), which perform portions of the crawling, search, and analysis used to generate Output, so that the Software can query those providers and read the structured citations, search results, or grounding metadata they return. Each such provider processes the transmitted Customer Data under its own terms of service and privacy policy, and Fulcrum does not control, and is not responsible for, that provider's independent processing, security practices, or data retention once Customer Data has been transmitted to it in accordance with this Section. Fulcrum will use commercially reasonable efforts to select providers that agree not to use API-submitted data to train their own consumer-facing foundation models, but Customer acknowledges this may vary by provider and Fulcrum does not guarantee any particular provider's data-use practices.

16.4 Use of Customer Data to Train Models. Except as expressly permitted by Section 11.5 (Anonymized, Aggregated, and De-Identified Data), Fulcrum does not use Customer Data in identifiable form to train, fine-tune, or improve any foundation model or machine-learning model operated by Fulcrum or by a third party. For the avoidance of doubt, Section 11.5 permits Fulcrum to use anonymized, de-identified, or aggregated data to train, fine-tune, develop, and improve its own models and the Software.

16.5 Push-to-Publish Feature. Where the Software includes functionality enabling Customer, through an affirmative action initiated by Customer, to transmit content, edits, or recommendations to Customer's content management system or other third-party platform (the "Push-to-Publish Feature"), Customer acknowledges that: (i) initiation of the Push-to-Publish Feature is at Customer's sole election and risk; (ii) Fulcrum is not responsible for the accuracy, appropriateness, or consequences of any content published using the Push-to-Publish Feature, whether or not reviewed by Customer prior to initiating the push; and (iii) Customer is solely responsible for configuring, monitoring, and maintaining any approval controls associated with the Push-to-Publish Feature prior to initiating a push.

16.6 Approval Controls; Effect of Misconfiguration or Failure. Customer acknowledges that any human review or approval step associated with the Push-to-Publish Feature is a control implemented for Customer's benefit and convenience, occurs prior to and independent of Customer's own affirmative push action, and that Fulcrum has no obligation to monitor, enforce, or verify Customer's use of such controls. Fulcrum shall have no liability for any content published as a result of Customer's decision to initiate a push, Customer's failure to configure, enable, or act upon the approval step, or as a result of any misconfiguration or malfunction of the approval step or of the destination platform, whether attributable to Customer or a third party.

16.7 Third-Party Data. Customer acknowledges that the Software's analyses, scores, and recommendations rely in part on data obtained from third-party sources, including without limitation search engines, AI platforms, and other third-party tools and APIs. Fulcrum does not control and is not responsible for the accuracy, completeness, availability, or validity of any such third-party data, and any inaccuracy or unavailability of third-party data may affect the outputs generated by the Software.

17. Compliance with Laws; Export Control; Anti-Corruption

17.1 General Compliance. Each Party shall comply with all applicable laws and regulations in connection with its performance under these Terms.

17.2 Export and Sanctions. Customer shall not access or use the Software, and shall not export, re-export, or transfer the Software, in violation of U.S. or other applicable export control or economic sanctions laws, including those administered by the U.S. Department of Commerce and U.S. Department of the Treasury.

17.3 Anti-Corruption. Each Party shall comply with applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and shall not offer, give, request, or accept any improper payment or benefit in connection with these Terms.

18. Publicity

18.1 Restrictions. Neither Party shall use the other Party's name, logo, or trademarks, or issue a press release referencing the other Party or these Terms, without the other Party's prior written consent, except that Fulcrum may identify Customer as a user of the Software in a general customer list, subject to Customer's prior written objection.

19. Non-Solicitation

19.1 Enterprise Customers. During the Subscription Term and for one (1) year thereafter, an enterprise Customer shall not directly solicit for employment any Fulcrum employee who was directly involved in providing or supporting the Software to Customer, other than through general, non-targeted public job postings not directed at such employee.

20. Representations and Warranties; Disclaimer

20.1 Mutual Authority. Each Party represents that it has the full corporate or legal power and authority to enter into and perform these Terms.

20.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS IN THIS SECTION 20, THE SOFTWARE, DOCUMENTATION, AND OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR UNINTERRUPTED OR ERROR-FREE OPERATION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FULCRUM DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ANY ERRORS WILL BE CORRECTED.

21. Indemnification

21.1 Indemnification by Customer. Customer shall defend, indemnify, and hold harmless Fulcrum, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer Data, including its collection, submission, or processing; (b) Customer's or an Authorized User's use of the Software in violation of these Terms or applicable law, including such use of the Push-to-Publish Feature; (c) Customer's breach of any representation, warranty, or obligation under these Terms; (d) Customer's gross negligence or willful misconduct; or (e) the crawling, scraping, access to, indexing, storage, or processing by Fulcrum or its sub-processors or third-party service providers, as authorized by Customer under Section 11.2A, of any website, web page, property, account, or content that Customer designated or connected, and of the data collected from it, including any claim that such activity infringes, misappropriates, or violates a third party's intellectual property, privacy, publicity, contract, or other rights, breaches any website terms of use, or violates any applicable law.

21.2 Indemnification Procedure. The indemnified Party shall promptly notify the indemnifying Party of any claim, give the indemnifying Party sole control of the defense and settlement of such claim (provided that no settlement admitting fault on behalf of the indemnified Party may be made without its consent), and provide reasonable cooperation at the indemnifying Party's expense.

21.3 No IP Indemnification by Fulcrum. Fulcrum does not indemnify, defend, or hold Customer harmless against any claim that the Software, Documentation, or Output infringes, misappropriates, or otherwise violates a third party's intellectual property or other rights, and Customer's use of the Software in this respect is at Customer's own risk.

21.4 Discretionary Accommodation. If a third party claims that Customer's authorized use of the Software, as provided by Fulcrum and used in accordance with these Terms, infringes such third party's valid patent, copyright, or trademark, Fulcrum may, in its sole discretion and at its own expense, elect to (a) procure for Customer the right to continue using the Software, (b) modify or replace the Software to avoid the claim without material reduction in functionality, or (c) terminate the affected subscription and refund Customer any prepaid, unused fees for the

terminated portion of the Subscription Term. Fulcrum is under no obligation to take any action under this Section 21.4, and any action Fulcrum elects to take is Customer's sole and exclusive remedy for such a claim.

22. Limitation of Liability

22.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.2 Liability Cap. EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 21.1, A PARTY'S BREACH OF SECTION 15 (CONFIDENTIALITY), CUSTOMER'S BREACH OF SECTION 5 (USE RESTRICTIONS), OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO FULCRUM FOR THE SOFTWARE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

22.3 Basis of the Bargain. The Parties acknowledge that the fees charged for the Software reflect the allocation of risk in this Section 22, and that the limitations herein are an essential basis of the bargain between the Parties.

22.4 Non-Excludable Liability. Nothing in these Terms excludes or limits either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

22.5 Push-to-Publish Feature. The exclusions and cap in Sections 22.1 and 22.2 apply with equal force to any claim arising from or relating to the Push-to-Publish Feature, including any content published through it, whether or not reviewed by Customer, and nothing in this Section 22.5 expands the carve-outs in Section 22.4.

23. Service Availability; Support; Modifications

23.1 Availability. Fulcrum does not guarantee, warrant, or commit to any specific level of availability, uptime, or continuity of the Software, and Fulcrum has no liability for any period of unavailability, whether scheduled, unscheduled, or otherwise.

23.2 Support. Fulcrum may, but is under no obligation to, provide support for the Software. Any support Fulcrum elects to provide is subject to its then-current support policy, which may vary by subscription tier and may be changed or discontinued at any time.

23.3 Discontinuation. Fulcrum may discontinue the Software, or any feature of the Software, at any time in its sole discretion, with or without notice. Fulcrum may, but is under no obligation to, provide advance notice of discontinuation. Except as required by applicable law, discontinuation under this Section 23.3 does not entitle Customer to a refund, credit, or other compensation, and remains subject to Section 6.8 (No Refunds).

24. Changes to These Terms

24.1 Updates. Fulcrum may update these Terms from time to time by posting revised terms on the RankAbove.ai website or through the Software, with the “Last Updated” date reflecting the most recent revision. For material changes adverse to Customer, Fulcrum will provide reasonable advance notice (such as by email or in-Software notice). Customer's continued use of the Software after the effective date of the updated Terms constitutes acceptance of the updated Terms; if Customer does not agree, Customer must stop using the Software and may cancel its subscription in accordance with Section 10.1.

25. Governing Law; Dispute Resolution

25.1 Governing Law. These Terms are governed by the laws of the State of New York, USA, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

25.2 Arbitration. Except for claims for injunctive or equitable relief under Section 25.4, any dispute arising out of or relating to these Terms or the Software shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (or, for an individual Customer acting in a personal capacity, its Consumer Arbitration Rules), before a single arbitrator, in New York, NY,(or, for disputes under the Consumer Arbitration Rules, at a location determined in accordance with AAA's Consumer Due Process Protocol), with judgment on the award enforceable in any court of competent jurisdiction. Where 25 or more similar arbitration demands are filed by or on behalf of individual Customers represented by the same or coordinated counsel or entity, such demands shall be administered under the AAA's Mass Arbitration Supplementary Rules (or any successor protocol then in effect), including their provisions on staged filing fees and batch or bellwether proceedings.

25.3 Class Action Waiver. To the maximum extent permitted by applicable law, disputes must be brought in a Party's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

25.4 Injunctive Relief. Notwithstanding Section 25.2, either Party may seek injunctive or other equitable relief in a court of competent jurisdiction in New York, NY, to protect its intellectual property or Confidential Information.

25.5 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY IF AND TO THE EXTENT ANY DISPUTE IS FOUND NOT TO BE SUBJECT TO ARBITRATION UNDER SECTION 25.2 OR IS OTHERWISE HEARD IN COURT, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOFTWARE, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSIDER THIS WAIVER AND MAKES IT KNOWINGLY AND VOLUNTARILY.

26. Notices

26.1 To Fulcrum. Notices to Fulcrum must be in writing and sent to: Legal Department, Fulcrum Digital Inc., 259 W 30th St, Suite 1300, New York, NY 10001-2809, USA; email: legal@fulcrumdigital.com.

26.2 To Customer. Fulcrum may provide notices to Customer via email to the address associated with Customer's Account, through in-Software notifications, or by posting on the RankAbove.ai website, each of which constitutes effective notice, except that notice of Terms changes under Section 24.1 requires email or in-Software notice, and website posting alone is not sufficient for that purpose.

27. General Provisions

27.1 Single Agreement; Order of Precedence. This Agreement is the sole and complete contract governing Customer's access to and use of the Software, applies identically to individual and enterprise Customers, and is not supplemented by a separate order form or enterprise contract, unless otherwise agreed in writing. If there is any conflict between the body of these Terms and (a) Customer's Plan Selection, or (b) a policy incorporated by reference (such as the Privacy Policy or Acceptable Use Policy), the body of these Terms controls, except that (i) Customer's Plan Selection controls solely as to plan-specific commercial variables (fees, billing frequency, seat count, and usage limits), and (ii) the Data Processing Addendum at Annexure 1 controls as to the processing of personal data, in accordance with its own Section 12.2 (Order of Precedence).

27.2 Assignment. Customer may not assign these Terms without Fulcrum's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of Customer's assets, provided the successor is not a direct competitor of Fulcrum. Fulcrum may assign these Terms to an affiliate or in connection with a merger, acquisition, reorganization, or sale of assets.

27.3 Force Majeure. Neither Party is liable for any delay or failure to perform (other than payment obligations) resulting from causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, internet or utility outages, epidemics or pandemics, or governmental action.

27.4 Entire Agreement. These Terms, together with Customer's Plan Selection, the Privacy Policy, the Data Processing Addendum at Annexure 1, and any other policy expressly incorporated by reference, constitute the entire and only agreement between the Parties regarding the Software, applicable equally to individual and enterprise Customers and supersede all prior or contemporaneous proposals, quotes, or agreements on the subject, whether written or oral, unless otherwise agreed in writing.

27.5 Severability; Waiver. If any provision of these Terms is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. No waiver of any provision is effective unless in writing, and no failure to enforce a provision is a waiver of the right to do so later.

27.6 Relationship of the Parties. The Parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

27.7 No Third-Party Beneficiaries. These Terms do not confer any rights or remedies on any person other than the Parties, except as expressly stated.

27.8 Electronic Acceptance and Records. Customer agrees that its clickwrap acceptance, and any electronic records maintained by Fulcrum reflecting such acceptance, constitute a valid, binding signature and agreement to the fullest extent permitted by applicable e-signature and electronic transaction laws (including the U.S. ESIGN Act and UETA).

Annexure 1 - Data Processing Addendum

This Data Processing Addendum (“DPA”) is incorporated into, and forms part of, the RankAbove.ai Terms of Service (the “Agreement”) between Fulcrum Digital Inc. (“Fulcrum”) and Customer, and applies automatically, without further action by either Party, to the extent Fulcrum processes personal data on Customer's behalf as Customer Data in connection with the Software. Capitalized terms not defined in this DPA have the meaning given in the Agreement.

1. Definitions

1.1 “Applicable Data Protection Law” means all U.S. federal and state data protection and privacy laws applicable to the processing of personal data under this DPA, including, as applicable, the California Consumer Privacy Act as amended by the California Privacy Rights Act (“CCPA/CPRA”) and other applicable U.S. state privacy laws, in each case as amended or superseded from time to time.

1.2 “Business,” “Service Provider,” “Contractor,” “Consumer,” “Personal Information,” and “Processing” have the meanings given in the CCPA/CPRA (or the equivalent terms and meanings under other Applicable Data Protection Law), in each case as the context requires and as applicable to the relevant Applicable Data Protection Law. References in this DPA to a “Controller,” “Processor,” or “Data Subject” mean, respectively, a Business, a Service Provider or Contractor, and a Consumer.

1.3 “Personal Data” means any Customer Data that constitutes personal data, personal information, or an equivalent term under Applicable Data Protection Law.

1.4 “Security Incident” means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by Fulcrum under this DPA.

1.5 “Sub-processor” means any third party engaged by Fulcrum to process Personal Data on Fulcrum's behalf in connection with the Software.

2. Roles of the Parties

2.1 Customer's Role. As between the Parties, Customer is the Business with respect to Personal Data comprised in Customer Data, and Fulcrum is the Service Provider (or Contractor, as applicable) acting on Customer's behalf and documented instructions.

2.2 No Change to Roles. Nothing in this DPA relieves Customer of its responsibilities as Controller, including for establishing a lawful basis for processing, providing required notices to Data Subjects, and responding to Data Subject requests, except to the extent Fulcrum expressly agrees to provide assistance under Section 6.

3. Scope, Nature, and Duration of Processing

3.1 Details of Processing. The subject matter, duration, nature and purpose of processing, categories of Data Subjects, and types of Personal Data processed under this DPA are described in Annex 1 (Details of Processing).

3.2 No Sensitive Personal Information. Customer represents that Customer Data does not include, and Customer shall not submit to the Software, any sensitive personal information under CCPA/CPRA or comparable categories of sensitive data under other Applicable Data Protection Law, except to the extent expressly agreed by Fulcrum in writing in advance, which Fulcrum may decline in its discretion.

3.3 Processing on Instructions. Fulcrum shall process Personal Data only on Customer's documented instructions, which shall be deemed to include instructions necessary to provide the Software in accordance with the Agreement and this DPA, unless Fulcrum is required to do otherwise by applicable law, in which case Fulcrum shall, to the extent legally permitted, inform Customer of that legal requirement before processing.

3.4 Instruction Outside Scope. If Fulcrum reasonably believes an instruction from Customer infringes Applicable Data Protection Law, Fulcrum will promptly inform Customer, and Fulcrum may suspend performance of that instruction pending Customer's confirmation or modification of it, without liability to Fulcrum for delay caused by such suspension.

3.5 Confidentiality of Personnel. Fulcrum shall ensure that persons authorized to process Personal Data are subject to a binding written confidentiality obligation.

4. Security Measures

4.1 Technical and Organizational Measures. Fulcrum will use reasonable efforts to maintain technical and organizational security measures generally consistent with the description in Annex 2 (Security Measures), taking into account the state of the art, cost of implementation, and the nature, scope, and purposes of processing. Fulcrum does not warrant that any specific measure will be in place at all times, and may update, replace, or discontinue individual measures at its discretion provided the overall security program remains generally consistent with industry practice for a SaaS product of this nature.

4.2 No Guarantee. Customer acknowledges that no security measures are, or can be represented as, guaranteeing absolute security, and Fulcrum's obligation is to maintain reasonable, industry-consistent safeguards rather than to warrant an outcome.

5. Sub-processors

5.1 General Authorization. Customer generally authorizes Fulcrum to engage Sub-processors to process Personal Data in connection with the Software, including the categories of Sub-processors identified in Annex 3 (Sub-processors).

5.2 Flow-Down Obligations. Fulcrum shall enter into a written agreement with each Sub-processor imposing data protection obligations materially no less protective of Personal Data than those in this DPA, and Fulcrum remains responsible to Customer for a Sub-processor's performance of those obligations to the same extent Fulcrum would be liable if performing the Sub-processor's services directly, subject in all cases to Section 11 of this DPA and Section 22 of the Agreement.

5.3 Notice of New Sub-processors. Fulcrum will maintain a list of Sub-processors and will use commercially reasonable efforts to update that list when it adds or replaces a Sub-processor. Fulcrum is not required to provide individual notice to Customer of Sub-processor changes; posting an updated list is sufficient notice.

5.4 No Separate Objection Right. Customer does not have a right to object to, withhold approval of, or terminate the Agreement based solely on Fulcrum's addition or replacement of a Sub-processor under this Section 5. Customer's general termination rights under Section 10 of the Agreement are unaffected by this Section 5.4.

6. Assistance with Data Subject Requests and Compliance

6.1 Data Subject Requests. Where feasible using the Software's existing, unmodified functionality, Fulcrum will provide Customer with reasonable assistance to enable Customer to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Law. Fulcrum has no obligation to develop new functionality or features to support any such request. If Fulcrum receives a request directly from a Data Subject, Fulcrum will direct the Data Subject to Customer and will not itself respond to the request except as required by applicable law.

6.2 Cost of Material Assistance. If assistance requested under Section 6.1 or Section 7 requires material engineering or professional-services effort beyond what the Software's existing functionality provides, Fulcrum may charge Customer its then-current professional-services rates for such assistance, in addition to any other fees due under the Agreement.

6.3 Compliance Assistance. Where feasible and to the extent reasonably required, Fulcrum will provide reasonable assistance to Customer with Customer's own obligations under Applicable Data Protection Law relating to the security of processing, notification of Security Incidents, and data protection impact assessments, limited to information Fulcrum already has readily available and without any obligation to perform new analysis, testing, or development work except at Customer's expense under Section 6.2.

7. Security Incident Notification

7.1 Notice. Fulcrum will notify Customer without undue delay after becoming aware of a Security Incident, consistent with Section 12.4 of the Agreement. Notice will be made to the primary contact designated in Customer's Account and will describe, to the extent then known and readily available to Fulcrum, the general nature of the Security Incident. Fulcrum has no obligation to provide a root-cause analysis or forensic report except to the extent required by applicable law.

7.2 No Admission. Notification of, or response to, a Security Incident under this Section 7 is not an acknowledgment by Fulcrum of any fault or liability with respect to the Security Incident.

8. United States Processing

8.1 U.S. Processing. The Software is offered only to Customers in, and for use in, the United States, and Fulcrum processes and stores Personal Data in the United States. This DPA does not contemplate, and Customer shall not use the Software in a manner that requires, any cross-border transfer mechanism under non-U.S. data protection law. If Customer's use nonetheless implicates any non-U.S. data protection law, Customer is solely responsible for compliance and for any transfer mechanism it requires, and Fulcrum may decline or suspend such processing without liability.

9. Audits

9.1 Information and Certifications. On written request, no more than once in any twelve (12)-month period, Fulcrum will make available to Customer such information as Fulcrum, in its discretion, determines is reasonably necessary to demonstrate compliance with this DPA, which may take the form of a copy of Fulcrum's then-current third-party security certification or audit report (if any), a completed security questionnaire, or a summary of the security measures in Annex 2. This Section 9.1 is Customer's primary means of obtaining assurance of Fulcrum's compliance with this DPA.

9.2 Regulator-Directed Audit Only. Fulcrum does not otherwise grant Customer, or any auditor engaged by Customer, a right to conduct an on-site or third-party audit or inspection of Fulcrum's systems, facilities, or records.

If a supervisory authority with jurisdiction over Customer formally requires an audit of Fulcrum's processing of Personal Data as a condition of Customer's own regulatory compliance, Fulcrum will cooperate in good faith to facilitate an audit of the minimum scope required to satisfy that specific regulatory requirement, subject to reasonable confidentiality protections, scheduling, and Customer bearing the full cost of the audit and reimbursing Fulcrum's reasonable costs of facilitating it.

10. Return or Deletion of Personal Data

10.1 On Termination. On termination or expiration of the Agreement, and subject to Section 10.3 of the Agreement, Fulcrum shall, at Customer's written election made within thirty (30) days of termination, either return or delete Personal Data comprised in Customer Data, except to the extent Fulcrum is required by applicable law to retain some or all of it, in which case Fulcrum will continue to protect that retained Personal Data in accordance with this DPA. Fulcrum will return Personal Data in Fulcrum's standard export format at no additional charge; if Customer requests a non-standard format or bespoke extraction, Fulcrum may charge its then-current professional-services rates for that additional work.

10.2 Backup and Residual Copies. Personal Data contained in routine system backups will be deleted in the ordinary course in accordance with Fulcrum's standard backup retention schedule, and Fulcrum is not required to accelerate deletion from backup media, provided that any such residual copies are not actively processed and remain subject to the security measures in Annex 2 until deleted.

11. Liability

11.1 Aggregate Cap. Each Party's liability arising out of or relating to this DPA, whether in contract, tort, or otherwise, is subject to, and aggregated with (and not in addition to), the limitations and exclusions of liability set out in Section 22 of the Agreement, and nothing in this DPA is intended to expand either Party's liability beyond what the Agreement provides.

11.2 Sub-processor Acts. Fulcrum's liability for the acts or omissions of a Sub-processor is subject to the same limitations that apply to Fulcrum's own acts or omissions under Section 11.1.

12. Term; Order of Precedence

12.1 Term. This DPA takes effect on, and remains in effect for as long as, Fulcrum processes Personal Data on Customer's behalf under the Agreement, and terminates automatically on expiration or termination of the Agreement (subject to Section 10).

12.2 Order of Precedence. In the event of a conflict between this DPA and the body of the Agreement, this DPA controls solely with respect to the processing of Personal Data; the body of the Agreement (including Section 21 (Indemnification) and Section 22 (Limitation of Liability)) controls all other matters and is not superseded by this DPA.

Annex 1 - Details of Processing

A1.1 Subject Matter. Fulcrum's provision of the RankAbove.ai Software to Customer, including analysis of Customer's designated web pages and related search, performance, and citation data.

A1.2 Duration. For the duration of the Subscription Term, plus any period described in Section 10 of this DPA.

A1.3 Nature and Purpose of Processing. Hosting, storage, transmission, and automated analysis of Customer Data to generate Output (page analyses, scores, recommendations, and citation tracking), and related account administration, security, and support activities.

A1.4 Categories of Data Subjects. Customer's Authorized Users and, where reflected in Customer Data, individuals whose information appears in Customer's website content, search console data, or analytics (e.g., named authors or contacts on tracked pages).

A1.5 Categories of Personal Data. Account and contact information of Authorized Users (name, business email, role); and, to the extent contained in Customer Data, business-contact or identifying information appearing on or in connection with Customer's tracked web pages, search queries, and performance data. No special category or sensitive personal data is intended to be processed (see Section 3.2).

Annex 2 - Technical and Organizational Security Measures

Fulcrum maintains a security program designed to include, as applicable and appropriate to the risk:

- Access controls, including role-based access, unique credentials, and multi-factor authentication for administrative access to production systems.
- Encryption of Personal Data in transit using industry-standard protocols and encryption of Personal Data at rest where supported by the underlying data store.
- Logging and monitoring of access to production systems and periodic review of security logs.
- Vulnerability management, including periodic security testing and patching of known vulnerabilities within a risk-appropriate timeframe.
- A documented incident response process, including the notification procedure described in Section 7.
- Personnel security, including confidentiality obligations and role-appropriate security awareness training.
- Vendor risk management for Sub-processors, including due diligence before onboarding and contractual flow-down of data protection obligations.

This Annex 2 describes the general security program in effect as of the date of this DPA and may be updated by Fulcrum from time to time consistent with Section 4.1.

Annex 3 - Sub-processors

The following is Fulcrum's list of Sub-processors for the Software, drawn directly from RankAbove's architecture documentation (Multi-LLM Council Architecture, End-to-End System Architecture, Component Diagram, and Technology Stack diagrams, and the RankAbove Help Center guide). This list reflects the systems those records identify as receiving or processing Customer Data; no other Sub-processors are identified in that documentation. Fulcrum may update this list at its discretion in accordance with Section 5.3 of this DPA.

- Vercel Inc. - frontend hosting and deployment for the RankAbove.ai web application, and web analytics.
- Modal Labs, Inc. - serverless backend compute hosting for the Python/FastAPI analysis backend and scheduled DataLab jobs.
- Supabase, Inc. - PostgreSQL database, vector store (pgvector), authentication, and storage.
- OpenAI, L.L.C. - large language model API (GPT-4o) queried to generate Output and track citations.
- Anthropic, PBC - large language model API (Claude) queried to generate Output and track citations.
- Google LLC - Gemini large language model API, Google Search Console, and Google PageSpeed Insights (and Google Analytics 4, where Customer connects it).
- xAI Corp. - Grok large language model API queried to generate Output and track citations.
- Perplexity AI, Inc. - Sonar/Sonar Pro API queried to generate Output and track citations.
- Brave Software, Inc. - Brave Search API and AI summarizer used for search and citation tracking.
- SerpAPI LLC - search-engine-results-page (SERP) feature tracking, processed separately from AI-engine citation data.
- LangChain, Inc. (LangSmith) - observability and tracing of LLM pipeline calls, which may capture prompts and portions of Customer Data for debugging and quality-monitoring purposes.
- EVO Merchant Services, LLC (a Global Payments Inc. company, providing payment processing services

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Contact: legal@fulcrumdigital.com

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