Master Services Agreement

Effective October 1, 2026

This Agreement is the complete contract between PRAAM Enterprise LLC, a Montana limited liability company, doing business as CemeteryBase ("CemeteryBase," "we," "us"), and the cemetery, municipality, association, religious body, or other organization that subscribes to the Service ("Customer," "you").

A plain-language summary of the most important points is on our Terms of Service page. That summary is for convenience only — this Agreement governs. See also our Privacy Policy.

What changed in this version

Compared with the August 27, 2026 version, this Agreement updates Sections 6.3, 10.1, and 10.2 for the new per-document sharing control: Documents remain private by default, and an Authorized User may now mark an individual Document as shared on your Public Page, where it appears under a display title you choose. Nothing is shared unless you share it. Section 6.4 also reflects grave sites in the full data export. For customers who accepted an earlier version, these changes take effect as described in Section 20 ("Changes").

1. Definitions

Service means the CemeteryBase software-as-a-service application, including mapping, record management, data import and cleanup tools, document storage, AI Features, deed generation, public grave search, public maps, data export, and payment features, together with any Professional Services we perform under Section 11. **Customer Data** means all data, records, documents, images, and content you or your Authorized Users upload to, submit to, or generate in the Service, including burial records, plot, section, and lot data, plot footprints and coordinates, deed records, owner and next-of-kin information, custom-field values, uploaded photographs, Documents, Scanned Materials, Aerial Imagery, and AI Output once you accept it into your records. **Documents** means files (PDF and image formats) you attach to plots, burial records, or owners in the Service's private document storage. **Scanned Materials** means photographs, scans, and PDF files of ledgers, registers, index cards, typed lists, or other source records that you submit to the AI Features. **AI Features** means any feature of the Service that uses a machine-learning or large-language model to read, transcribe, classify, or draft content, currently the "Scanned records" import source described in Section 8. **AI Provider** means the third-party operator of the model used by an AI Feature, as listed in Schedule A. **AI Output** means the draft rows, fields, confidence indicators, and other content an AI Feature produces from Scanned Materials before you review it. **Aerial Imagery** means orthomosaics, aerial or drone photographs, satellite imagery, scanned plat maps, or other base-layer imagery you supply for use as a map layer. **Authorized User** means an individual you invite to your account (administrator, staff, or viewer). **Public Pages** means the publicly accessible grave-search, plot-availability, deed-request, payment, and cemetery-map pages you choose to enable for your cemetery. **Professional Services** means assisted setup, data migration, map building,

record digitization, training, or other services we perform for you under a Statement of Work. **Statement of Work** or **SOW** means a written quote, proposal, order, or statement of work that describes Professional Services and that you have accepted in writing (including by email or electronic signature).

2. The Service and Right to Use

Subject to this Agreement and payment of the Fees, we grant you a non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Term for your internal cemetery operations. We retain all right, title, and interest in the Service, including all software, designs, prompts, model configurations, data schemas, scripts, and documentation. No rights are granted except as expressly stated. You may not copy, modify, reverse engineer, resell, or provide access to the Service to any third party except your Authorized Users.

We may modify or improve the Service over time. We will not materially reduce core functionality during a paid term without notice. **Core functionality** means record management, mapping, deed generation, public grave search, payment processing, and data export. AI Features, third-party map imagery, and other features that depend on an external provider are not core functionality: we may change the underlying provider or model, impose or adjust usage allowances, or suspend or withdraw such a feature if the provider changes its terms, pricing, or availability, if the feature is misused, or if its cost to us becomes unreasonable. Where practical we will give notice, and withdrawal of a non-core feature does not entitle you to a refund.

Preview features. We may label a feature as beta, preview, or experimental. Such features are provided for evaluation, may be changed or removed at any time, may be less reliable than the rest of the Service, and are provided without any warranty or support commitment beyond what this Agreement already disclaims.

3. Accounts, Authorized Users, and Security

You must be at least 18 years old and authorized to act for the organization you register. You must verify your email address before accessing the Service. Each subscription includes up to five (5) Authorized User accounts.

You are responsible for all activity under your account and for the acts and omissions of your Authorized Users, and you will make them aware of the parts of this Agreement that apply to them — including the review obligations in Sections 7 and 8, which apply to every staff member who imports or transcribes records. You are responsible for keeping credentials confidential. We strongly recommend that every administrator enable two-factor authentication, which is available in your dashboard settings at no charge. Notify us promptly at support@cemeterybase.com if you suspect unauthorized access.

4. Fees, Auto-Renewal, and Taxes

The subscription is **$99 per month** or **$899 per year**, as selected at checkout, charged in advance to your payment method. **Your subscription renews automatically for successive periods of the same length until you cancel.** You may cancel at any time from your dashboard billing settings or by emailing us; cancellation stops the next renewal and your access continues through the end of the period you have already paid for.

Fees are non-refundable except where required by law or expressly stated in this Agreement. We may change subscription pricing on at least thirty (30) days' notice before it applies to your next renewal. Fees are exclusive of taxes; you are responsible for any applicable sales, use, or similar taxes other than taxes on our income.

Usage allowances. The subscription includes the AI Features subject to the fair-use allowance in Section 8.6 and includes document and image storage subject to the per-file limits in Section 6.3. We may introduce usage-based charges for volume above an included allowance on at least thirty (30) days' notice; usage below the allowance will not be charged retroactively.

Professional Services fees are separate from the subscription and are set out in the applicable SOW (Section 11).

5. Payment Processing (Stripe Connect)

Payment processing services for cemeteries on CemeteryBase are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to this Agreement or continuing to operate as a cemetery on CemeteryBase, you agree to be bound by the Stripe Services Agreement, as it may be modified by Stripe from time to time. As a condition of CemeteryBase enabling payment processing services through Stripe, you agree to provide CemeteryBase accurate and complete information about you and your business, and you authorize CemeteryBase to share it and transaction information related to your use of the payment processing services provided by Stripe.

Stripe processes personal data in accordance with the Stripe Privacy Policy. Information about Stripe's acquirers is available in the Stripe acquirer disclosure. If your organization changes ownership or updates its verified tax identification, the updated owner must accept the Stripe Services Agreement, and you are responsible for obtaining that acceptance.

You are the merchant of record for every plot reservation, deed payment, and other transaction processed through your connected Stripe account. You are solely responsible for the goods and services sold, for the accuracy of prices and descriptions, for applicable taxes, for your own refund and cancellation policy toward families, and for all chargebacks, disputes, dispute fees, and any negative balance on your connected account. CemeteryBase is not a party to the transaction between you and the payer, and disputes between you and a payer are between you and that payer.

CemeteryBase charges a platform fee of **1.5%** of each transaction processed through the Service. Stripe's own processing fees apply in addition and are set by Stripe. **When you issue a refund through the Service, our 1.5% platform fee is refunded as well** — we keep nothing on a refunded transaction. Net proceeds settle directly to your connected Stripe account on Stripe's payout schedule. We may suspend payment features if Stripe suspends, restricts, or closes your connected account, or if required by Stripe or applicable law.

6. Customer Data, Ownership, Storage, and Export

6.1 Ownership and license. As between the parties, **you own all Customer Data**, including AI Output that you accept into your records and any work product we deliver to you under Professional Services. You grant us a worldwide, non-exclusive, royalty-free license to host, store, copy, transmit, display, process, and — where you use an AI Feature or supply Aerial Imagery — transmit to the subprocessors in Schedule A, Customer Data solely to provide, secure, support, and improve the Service for you, and as otherwise permitted by this Agreement. We do not sell Customer Data. We do not use Customer Data to train artificial-intelligence models, ours or anyone else's, and we contract with AI Providers on terms under which they state they do not use your submitted content to train their models (Section 8.4).

6.2 Custom fields. You may define custom fields for burial records and plots. You decide what a custom field collects. Custom fields are not displayed on Public Pages. The restrictions in Section 12 on prohibited data categories apply to custom fields exactly as to any other field, and you are responsible for ensuring that a custom field does not collect data you have no lawful basis to hold.

6.3 Document storage. You may attach Documents to plots, burial records, and owners, and may submit Scanned Materials to the AI Features. Documents and Scanned Materials are stored in private storage and are accessible only to your signed-in Authorized Users through short-lived links. Each Document is private by default; an Authorized User may mark an individual Document as shared on your Public Page as described in Section 10.2, and may make it private again at any time. Scanned Materials are never displayed on Public Pages. Storage accepts PDF and common image formats, up to 25 MB per file, and is subject to fair use: we may set a reasonable aggregate limit on notice if your storage volume is far outside the norm for a cemetery of your size. We scan uploads for permitted file types but do not warrant that stored files are free of malware; you are responsible for the files you upload and for keeping your own originals. Documents are Customer Data and are deleted with your account under Section 18.

6.4 Export. You may export your records at any time and at no charge. Individual record and payment lists export as CSV from the records and payments areas of your dashboard. An administrator may also export **all** Customer Data as a single archive from dashboard settings, containing your cemetery profile and settings, sections and plots (including footprints and coordinates as GeoJSON), grave sites, owners, burial records with custom fields, transactions, deeds, deed requests, and a manifest of your Documents with time-limited download links. Exports are rate-limited and recorded in your audit trail. There is no exit fee and no lock-in.

7. Record Accuracy and Your Duty to Verify

This section is important. Please read it carefully — it governs how the Service may be relied upon.

You are solely responsible for the accuracy, completeness, currency, and legality of Customer Data and for the means by which you obtained it. We may rely on Customer Data as provided, without independent verification.

The Service is a **record-keeping and visualization tool**. It is not a survey, a title search, a legal record of interment, or a substitute for your official records. CemeteryBase does not independently verify and does not warrant plot ownership, plot availability, boundaries, coordinates, footprints, interment locations, deed validity, or the identity of any person named in a record. Maps, plot markers, footprints, and coordinates displayed in the Service are representations of data you entered, imported, generated with our tools, or derived from imagery you supplied, and may not reflect physical conditions on the ground.

Before taking any action with legal, financial, or funerary consequence — including selling or reserving a plot, issuing or transferring a deed, or authorizing an interment, disinterment, or memorial placement — you must verify the relevant information against your own authoritative source documents, such as recorded deeds, plat maps, interment registers, and physical survey markers.

Imported and transformed data. Data imported, migrated, or digitized from your prior systems, spreadsheets, or paper records is provided as received. The Service's import tools apply automated transformations that you can review before committing — including name standardization, date normalization, plot-status mapping, duplicate detection, and owner matching — and its grid and numbering tools generate plot positions, footprints, and identifiers from parameters you choose. These automated steps are aids, not judgments: standardization can mis-

split an unusual name, duplicate detection can miss or over-match, and a generated grid places plots by geometry rather than by survey. You are responsible for reviewing and approving imported and generated data before relying on it. We are not responsible for errors originating in source material or in parameters you selected.

8. AI-Assisted Record Extraction

This section governs the "Scanned records" feature and any other AI Feature. Please read it carefully.

8.1 What the feature does. The AI Feature lets a staff member or administrator upload Scanned Materials, which the Service stores in your private document storage and then sends, page by page, to an AI Provider's model together with an optional layout hint you type and the name of your cemetery. The model returns AI Output: draft rows with fields such as name, dates of birth, death, and burial, plot reference, funeral home, next-of-kin name and contact, an overall confidence estimate per row, and the source line as transcribed. The Service may send low-confidence batches to a second, stronger model. AI Output is placed in the import wizard's review step. **Nothing is written to your burial records until an Authorized User reviews the rows and commits the import.** Records created this way keep a link to the source page they came from, and each extraction call is recorded in your audit trail (who ran it, which document and pages, which model, and the estimated processing cost).

8.2 AI Output is a draft, not a record. Large-language and vision models are probabilistic. AI Output may misread names, dates, ages, plot and lot numbers, or relationships; may merge, split, skip, or duplicate lines; may transpose columns; may normalize a date incorrectly; and may produce plausible-looking text that does not appear on the page ("hallucination"). Faded ink, ornate handwriting, historical scripts, damaged pages, and poor photographs make errors more likely. The confidence indicator and "Check" flags are the model's own estimate and are **not** a guarantee that unflagged rows are correct or that flagged rows are wrong. AI Output is not a transcription certified by any person, is not a legal record of interment or ownership, and is not a substitute for your original ledger.

8.3 Mandatory human review. You agree that a human review of every row and field of AI Output against the source page is an integral part of the AI Feature and a condition of using it. You will not commit AI Output to your records without such review, will not bypass or automate the review step, and will treat records derived from AI Output as subject to the verification duty in Section 7 in full. You remain solely responsible for the accuracy of any record you create from AI Output, and for any decision — including a burial, disinterment, deed issuance, plot sale, or communication with a family — that relies on it.

8.4 Third-party processing and your consent. By uploading Scanned Materials and starting a read, you instruct us to transmit those pages, your hint text, and your cemetery name to the AI Provider identified in Schedule A (currently Google LLC, through the Gemini API), and you confirm that you have the authority to do so for the individuals and information the pages contain. The AI Provider processes this content on its own infrastructure in the United States under its own published terms and privacy commitments. We use the AI Provider's API on paid business terms, under which the provider states that it does not use content submitted through the API to train or improve its models and that it retains such content only for a limited period for abuse detection and legal compliance. We do not control the AI Provider's systems and do not warrant its conduct; our responsibility for subprocessors is as stated in Schedule A and Schedule B. We may change the AI Provider or model, or use more than one, on the notice terms in Schedule A. If you do not want any Customer Data sent to an AI Provider, do not use the AI Feature — the rest of the Service never transmits Customer Data to an AI Provider.

8.5 Materials you may submit. You may submit only Scanned Materials that relate to your cemetery's own records and that you have the right to reproduce and process. Do not submit pages containing protected health information, medical or cause-of-death records, Social Security numbers, payment card numbers, or government-issued identification numbers (see Section 12); if a ledger page contains such data, redact it before uploading. Do not submit material you know to be unlawful, infringing, or unrelated to cemetery operations, and do not use the feature to attempt to extract, alter, or interfere with our prompts or the model's instructions. AI Output is for the purpose of building your own records; you may not use the AI Feature to build a dataset for resale or for any purpose competitive with the Service.

8.6 Allowances and cost control. The AI Feature is included in your subscription subject to a fair-use allowance of 500 pages per Authorized User per rolling 24 hours, up to 20 files of at most 25 MB each per batch, and to burst rate limits. We may raise an allowance on request, may lower or suspend allowances where usage is abusive or disproportionate, and may introduce per-page pricing above the included allowance on the notice terms in Section 4. Estimated processing costs shown in the dashboard are informational and are not a charge to you unless a usage fee has been introduced on notice.

8.7 Availability. The AI Feature depends on the AI Provider. It may be slow, rate-limited, or unavailable when the provider is, may fail on a particular page, and may produce different results for the same page on different runs. It is not core functionality under Section 2, and its unavailability is not a breach of this Agreement.

8.8 Output rights. As between the parties, AI Output you accept into your records is Customer Data and belongs to you. We make no representation that AI Output is original, non-infringing, or protectable by copyright, and you are responsible for any content you publish from it. You acknowledge that the same or similar output may be generated for other customers from similar inputs.

8.9 No automated decisions. The Service does not use AI Features to make any decision about an individual that has legal or similarly significant effect. Every record, status, sale, deed, and publication decision in the Service is made by you.

AI OUTPUT IS PROVIDED "AS IS." CEMETERYBASE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR FITNESS OF ANY AI OUTPUT, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IS NOT LIABLE FOR ANY LOSS ARISING FROM A RECORD, DECISION, PUBLICATION, OR COMMUNICATION BASED ON AI OUTPUT THAT WAS NOT INDEPENDENTLY VERIFIED AGAINST THE SOURCE MATERIAL, OR FROM THE ACTS OR OMISSIONS OF AN AI PROVIDER. SECTIONS 15, 16, AND 17 APPLY.

9. Aerial Imagery, Maps, and Location Data

9.1 Imagery you supply. You may supply Aerial Imagery for use as a map layer, either by uploading it in the dashboard or by delivering it to us for processing under Professional Services. You represent and warrant that you own the Aerial Imagery or hold all rights, licenses, and permissions needed to reproduce, modify, host, and display it as described here — including on Public Pages if you enable a public map — and that it was captured lawfully, including in compliance with any aviation, drone, trespass, and privacy rules that applied to its capture. You are responsible for any person, vehicle, or neighboring property visible in the imagery. We do not verify imagery provenance.

9.2 How imagery is processed and hosted. To display imagery at full resolution, we may reproject, resample, compress, crop, or convert it, and may upload it to Mapbox to be hosted and served as a raster tileset under our Mapbox account. Imagery hosted this way is stored on Mapbox's infrastructure (Schedule A) and is served to

browsers that load your map. Tile access is restricted to the Service's own web origins, but any visitor to a Public Page on which you enable the map can view the imagery, and technical measures cannot prevent a visitor from screenshotting it. A reduced-resolution copy used as a map overlay is stored in the same image storage as your headstone photographs, which is reachable by anyone who has its link. You grant us the license in Section 6.1 for these purposes. On termination, hosted tilesets are removed as described in Section 18.

9.3 Georeferencing is approximate. Placement of Aerial Imagery on the map is derived from the georeferencing embedded in the file you supplied, from corner positions you set by hand, or from the map view at the time of upload. The accuracy of plot positions, footprints, and section boundaries you draw over that imagery is limited by the accuracy of the imagery, its georeferencing, the map projection, and your drawing. Coordinates and footprints in the Service are **not** a land survey, are not tied to legal monuments, and may differ from physical conditions by a distance that matters for an interment. Section 7 applies to every location decision.

9.4 Third-party map data. Base maps, satellite imagery, geocoding, and static map pictures are provided by Mapbox and its data sources and are loaded directly by the viewer's browser under Mapbox's terms of service. Mapbox and OpenStreetMap attribution and the Mapbox logo are displayed on maps and may not be removed, obscured, or altered. You may not proxy, cache, scrape, redistribute, or resell map tiles, static images, or map data other than as the Service presents them. Third- party satellite imagery may be outdated or misaligned with your own imagery; we do not warrant its currency or alignment.

10. Public Pages and Published Content

10.1 Your choice and your authority. You decide whether to enable Public Pages and which record fields appear on them. You represent and warrant that you have the authority and all rights, consents, and licenses necessary to store the Customer Data and to publish the fields you choose to make public, and that doing so complies with all laws, regulations, cemetery statutes, and contractual or fiduciary obligations that apply to you. Next-of-kin contact details, owner names, prices, purchase dates, internal notes, and custom fields are never displayed on Public Pages by the Service. Documents are not displayed on Public Pages unless an Authorized User marks an individual Document as shared under Section 10.2.

10.2 Published content. You are responsible for the content you publish, including uploaded photographs, Documents you mark as shared, your public map file, and Aerial Imagery shown on a public map. You represent that such content does not infringe any copyright, trademark, privacy, or publicity right and is not defamatory or unlawful.

An Authorized User may mark an individual Document as shared, in which case it appears in the relevant record's public search result under a display title that user chooses — the filename is never shown — and is served to visitors through short-lived links from private storage. Marking a Document private again takes effect immediately. Before sharing a Document, confirm you have the right to publish its contents; a shared Document is public information for as long as it is shared, and visitors may save and reshare it.

10.3 Public burial-location maps. If you make plot location visible, search results on your Public Page may show a picture of the grave's location, a "directions" link, and an interactive map with your sections and plot outlines, and visitors may share a link that highlights a particular plot. These features reveal the map position you recorded for a plot and, where you enable it, which plots are available for sale; they show nothing that the text of the public record does not already reveal, and they are hidden entirely when plot location is hidden. You acknowledge that a published grave position is public information once published and that visitors may save and share it. The location

picture is generated by Mapbox from the plot's coordinates and outline; directions links open the visitor's chosen mapping application under that application's terms. If a visitor chooses to use the "locate me" control, their device position is used only in their own browser to draw a marker and is not transmitted to or stored by the Service.

10.4 Cemetery map file. You may upload a map file (PDF or image) for visitors to view and download from your Public Page. That file is stored in public storage and is accessible to anyone with its link for as long as it is published; do not upload a map that contains information you do not intend to make public.

10.5 Removal. We may remove, unpublish, or restrict access to any content, or suspend a Public Page, without liability, if we receive a credible complaint (including from a family member), if we believe the content violates this Agreement or law, or if required by a third party or authority. We will make reasonable efforts to notify you.

10.6 Copyright complaints. If you believe content on the Service infringes your copyright, send a notice with the information required by 17 U.S.C. §512(c)(3) to support@cemeterybase.com. We will respond to valid notices and may terminate accounts of repeat infringers.

11. Professional Services and Assisted Setup

11.1 Statement of Work. We may perform Professional Services — for example, building your map from imagery you supply, drawing and numbering plots, cleaning and importing records, configuring custom fields, deed templates, or Public Pages, or providing training — under a Statement of Work. Each SOW describes the deliverables, the materials you must provide, the fees and payment schedule, and any exclusions. This Agreement governs every SOW; if an SOW expressly conflicts with this Agreement on a specific point, the SOW controls for that engagement only.

11.2 Your materials and cooperation. Professional Services depend on your timely delivery of source materials (spreadsheets, documents, imagery, ledgers, plat maps), decisions (naming schemes, field definitions, status rules), and review. Sections 7 and 9.1 apply to every material you provide. Delays or deficiencies in your materials extend our schedule correspondingly, and materials that differ materially from what the SOW assumed (for example, handwritten ledgers where typed records were quoted) are outside scope and will be quoted separately before we proceed.

11.3 How we work. In performing Professional Services we may use the Service's own import, cleanup, numbering, and georeferencing tools, third-party geospatial software, and the AI Features. Where we use an AI Feature on your Scanned Materials, Section 8 applies, and we act as your Authorized User for that purpose. Our work product is delivered inside your account as Customer Data, which you own on delivery and payment.

11.4 Review and acceptance. Because the deliverables are your records and your map, **you must review them**. Unless the SOW states otherwise, you will review each deliverable and report any discrepancy within fourteen (14) days of delivery; we will correct reported discrepancies attributable to our work at no charge, and a deliverable is accepted on the earlier of your written acceptance, your use of it in operations, or the end of the review period without a report. Discrepancies that originate in your source materials (Section 7) are corrected as additional work. Acceptance does not shift the verification duty in Section 7 to us: a plot drawn or a record entered by us is still a representation of your source material, not a survey or a certified record.

11.5 Fees. Professional Services fees are as stated in the SOW and are due on the SOW's payment schedule. Deposits are non-refundable once work begins. Work outside the SOW, additional revision rounds beyond those the SOW includes, and work made necessary by materials you failed to provide or later changed are billed at the rate

stated in the SOW or, if none, at our then-current hourly rate quoted in advance. Professional Services fees do not include the subscription, which remains payable under Section 4.

11.6 Warranty. We will perform Professional Services in a professional and workmanlike manner. Your exclusive remedy for a breach of this warranty is re-performance of the deficient work or, if we cannot re-perform within a reasonable time, a refund of the fees paid for that deficient portion. All other warranties are disclaimed under Section 15.

12. Acceptable Use

You agree not to, and not to permit any Authorized User or third party to:

- Use the Service for any unlawful purpose or in violation of any cemetery, burial, privacy, or consumer-protection law that applies to you
- Upload malicious code, or probe, scan, circumvent, or attempt to defeat security controls, rate limits, usage allowances, bot protection, or access restrictions
- Upload or submit — in any field, custom field, Document, or Scanned Material — protected health information, medical or cause-of-death records, Social Security numbers, payment card numbers, or government-issued identification numbers; the Service is not configured or offered for that data, and we do not offer a HIPAA Business Associate Agreement
- Submit to an AI Feature any material you lack the right to reproduce, any material unrelated to your cemetery's records, or any input designed to manipulate, extract, or override the model's instructions; or commit AI Output to your records without human review (Section 8.3)
- Supply Aerial Imagery or a public map file you do not have the right to publish, or that was captured unlawfully
- Submit false or fraudulent deed requests, records, or payments, or information about a person you have no authority to submit
- Resell, sublicense, or provide the Service, AI Output, or hosted imagery to a third party without our written permission
- Use automated tools to scrape, harvest, or bulk-extract data from Public Pages or public maps, or proxy or redistribute map tiles, static map images, or imagery tilesets
- Send unsolicited bulk email or otherwise misuse the Service's email features
- Interfere with the integrity or performance of the Service or another customer's use of it, or use the Service to build a competing product or dataset

We may suspend access — to the Service as a whole or to a specific feature such as the AI Features — immediately, without prior notice, where we reasonably believe continued access poses a risk to the Service, to other customers, or to any person, is generating disproportionate third-party cost, or is required by law or by one of our providers. We will restore access promptly once the cause is resolved.

13. Privacy and Data Protection

Our handling of personal data is described in our Privacy Policy. With respect to personal data contained in Customer Data, you act as the controller (or business) and we act as the processor (or service provider). The Data Processing Addendum in **Schedule B** applies and forms part of this Agreement.

You are responsible for having a lawful basis to collect and, where you choose, publish personal data of living individuals in your records — including plot owners, purchasers, and next of kin, and including such individuals named in Scanned Materials you submit to an AI Feature — and for responding to requests those individuals make to you. We will provide reasonable assistance.

14. Availability and Support

We provide the Service on a commercially reasonable efforts basis and aim to keep it available at all times. **We do not offer a contractual uptime service-level agreement and do not guarantee uninterrupted or error-free operation.** The Service depends on third-party infrastructure, mapping, and AI providers, and interruptions, degradation, or failures of those providers are outside our control.

We may perform maintenance, and will use reasonable efforts to schedule planned maintenance outside typical business hours and to give advance notice of significant planned downtime. Support is provided by email at support@cemeterybase.com during ordinary business hours.

Backups. Our database provider performs daily backups with a rolling seven (7) day retention window. Backups exist for disaster recovery and are not a substitute for your own records. You remain responsible for maintaining your own copies and official records — including the paper or scanned originals of any ledger you transcribe with an AI Feature — and we recommend exporting your data regularly.

15. Warranties and Disclaimers

Each party represents that it has the authority to enter into this Agreement. You represent that you have the authority to place the Customer Data into the Service, to submit Scanned Materials to an AI Provider, to supply Aerial Imagery for hosting and display, and to publish what you choose to publish.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE, AI OUTPUT, AND ALL MAPS, IMAGERY, AND PROFESSIONAL SERVICES DELIVERABLES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND CEMETERYBASE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CEMETERYBASE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; THAT ANY DATA, RECORD, MAP, COORDINATE, FOOTPRINT, PLOT STATUS, OR OTHER INFORMATION IN THE SERVICE IS ACCURATE, COMPLETE, CURRENT, OR RELIABLE; THAT ANY AI OUTPUT IS ACCURATE, COMPLETE, OR FREE OF FABRICATED CONTENT; OR THAT ANY THIRD-PARTY PROVIDER WILL REMAIN AVAILABLE OR UNCHANGED.

16. Indemnification

You will defend, indemnify, and hold harmless PRAAM Enterprise LLC and its members, managers, officers, employees, and agents from and against any third-party claim, demand, suit, or proceeding, and all resulting damages, liabilities, settlements, costs, and reasonable attorneys’ fees, arising out of or relating to:

- Customer Data, including its accuracy, legality, and your right to store, process, and publish it
- Scanned Materials you submit to an AI Feature, and any record, decision, publication, or communication based on AI Output

- Aerial Imagery you supply, including its capture, its content, and its display on Public Pages
- Content you publish on Public Pages, including photographs, burial information, grave locations, and your public map file
- Your sale, reservation, or transfer of plots or deeds, or any interment, disinterment, or memorial decision
- Claims by families, heirs, next of kin, plot owners, or other third parties relating to your records, decisions, or services
- Your use of the Service in violation of this Agreement or of any applicable law
- Payments processed through your connected Stripe account, including chargebacks and disputes
- Unauthorized access to or use of your account through credentials issued to you or your Authorized Users
- Materials, instructions, or decisions you provided for Professional Services

We will notify you of the claim, give you control of the defense with counsel of your choosing (subject to our reasonable approval), and cooperate at your expense. You may not settle any claim in a way that imposes obligation or admission on us without our written consent.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST GOODWILL, OR LOSS OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CEMETERYBASE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE WILL NOT EXCEED THE TOTAL SUBSCRIPTION FEES YOU ACTUALLY PAID TO CEMETERYBASE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND, FOR A CLAIM ARISING OUT OF PROFESSIONAL SERVICES, WILL NOT EXCEED THE FEES YOU ACTUALLY PAID UNDER THE SOW GIVING RISE TO THE CLAIM.

Without limiting the foregoing, and for clarity: CemeteryBase is not liable for losses arising from inaccurate, incomplete, or outdated records, including a plot sold or reserved more than once, an interment or disinterment at an incorrect location, a deed issued to an incorrect party, reliance on a map position, footprint, or imagery placement, or reliance on AI Output that was not verified against the source page — the verification obligations in Sections 7, 8, and 9 govern those decisions. CemeteryBase is likewise not liable for the acts, omissions, outages, or terms changes of any AI Provider or mapping provider.

These limitations do not apply to your payment obligations, to your indemnification obligations under Section 16, or to liability that cannot be limited under applicable law. The parties agree that these allocations of risk are a fundamental basis of the bargain and are reflected in the Fees.

18. Term, Termination, and Data After Termination

This Agreement begins when you first accept it or first use the Service and continues while your subscription is active or an SOW is in progress. Either party may terminate for material breach if the breach is not cured within thirty (30) days of written notice. We may terminate or suspend immediately for non-payment, for a violation of

Section 12, or where required by law.

On cancellation, access continues through the end of your paid period. After that, your data is retained for **thirty (30) days**, during which you may export it (Section 6.4). After thirty days, Customer Data — including Documents, Scanned Materials, reduced-resolution imagery, and your public map file — is permanently deleted and cannot be recovered, and any Aerial Imagery tileset hosted for you on Mapbox is removed. An administrator may also delete the cemetery account immediately from dashboard settings, which permanently deletes Customer Data and associated files at once; hosted tilesets are removed within a reasonable time thereafter. Backups age out on the retention cycle described in Section 14. Content already transmitted to an AI Provider is subject to that provider's own limited retention (Section 8.4) and is not retrievable by us.

Sections 6, 7, 8, 9, 11.5, 15, 16, 17, 19, and 20, and any accrued payment obligations, survive termination.

19. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Montana, without regard to its conflict-of-laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Gallatin County, Montana, and waive any objection to that venue.

Before filing a claim, the parties will first attempt in good faith to resolve the dispute informally by written notice to the other party and thirty (30) days of discussion.

EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY. EACH PARTY MAY BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE, OR IT IS PERMANENTLY BARRED, EXCEPT WHERE A LONGER PERIOD IS REQUIRED BY LAW.

Nothing in this section prevents either party from seeking injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information.

20. General

Changes. We may update this Agreement. For material changes we will give at least thirty (30) days' notice by email or in the application; continued use after the effective date constitutes acceptance. If you do not agree, you may cancel before the change takes effect. Terms that apply only to a feature you have not used before (such as Section 8 for the AI Features) take effect for you when you first use that feature.

Force majeure. Neither party is liable for any delay or failure to perform (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disaster, fire, flood, war, terrorism, civil unrest, labor disputes, governmental action, internet or utility failures, denial-of-service attacks, or the failure, outage, rate limiting, or discontinuation of a third-party infrastructure, mapping, or AI provider.

Assignment. You may not assign this Agreement without our written consent, except to a successor of substantially all of your assets or operations on written notice. We may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of substantially all of our assets. Any other attempted assignment is void.

Confidentiality. Each party will protect the other's non-public information disclosed under this Agreement with at least reasonable care and use it only to perform under this Agreement, excluding information that is public, independently developed, or lawfully received from a third party, or that must be disclosed by law. Transmission of Customer Data to a subprocessor listed in Schedule A for the purposes described there is not a breach of this obligation.

Publicity. We will not use your name or logo publicly as a customer without your prior written consent.

Independent contractors. The parties are independent contractors. This Agreement creates no partnership, franchise, joint venture, agency, fiduciary, or employment relationship.

No professional advice. CemeteryBase does not provide legal, financial, surveying, genealogical, archival, or funeral-industry compliance advice. You are responsible for your own compliance with the statutes, regulations, and recordkeeping duties that apply to your cemetery, including any duty to retain original records.

Notices. Notices to you may be sent to the email on your account. Notices to us must be sent to support@cemeterybase.com.

Severability; waiver; entire agreement. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder stays in effect. A failure to enforce is not a waiver. This Agreement, including its Schedules, any SOW, and the documents it links, is the entire agreement between the parties on this subject and supersedes all prior discussions and proposals. Any conflicting terms in a purchase order or vendor form are void unless we sign them.

Schedule A. Subprocessors

We use the following providers to deliver the Service. Each maintains its own security program and published terms, and each is bound by a written data-processing agreement that takes effect on our acceptance of its terms.

Provider	Purpose	Location
Supabase, Inc.	Database, authentication, and file storage (records, documents, scanned pages, photographs)	United States
Vercel, Inc.	Application hosting, server-side processing, and content delivery	United States
Stripe, Inc.	Subscription billing and payment processing	United States
Plus Five Five, Inc. (d/b/a Resend)	Transactional email delivery	United States
Cloudflare, Inc.	Bot and abuse protection (Turnstile)	Global network

Provider	Purpose	Location
Upstash, Inc.	Rate-limiting and usage-quota counters	United States
Mapbox, Inc.	Map tiles, geocoding, and static map images loaded directly by the end user's browser; hosting of aerial imagery tilesets you supply (Section 9)	United States
Google LLC (Gemini API)	AI-assisted transcription of scanned record pages you choose to submit (Section 8) — only when you use that feature	United States

AI Provider. Customer Data reaches the AI Provider only when an Authorized User submits Scanned Materials to an AI Feature (Section 8). We may configure an alternative AI Provider of comparable standing (for example, OpenAI, L.L.C.) on the same contractual basis — paid API terms under which submitted content is not used for model training and is not retained beyond a limited abuse-monitoring period — and will update this Schedule and give notice as described below before doing so.

These providers rely on their own infrastructure subcontractors (for example, Amazon Web Services and Google Cloud), each disclosed on the provider's published subprocessor list. We will give at least thirty (30) days' notice before adding or replacing a subprocessor that processes Customer Data; you may object in writing on reasonable data-protection grounds, and if we cannot resolve the objection you may terminate the affected Service and receive a pro-rata refund of prepaid, unused fees. Where the objection concerns only the AI Provider, the affected Service is the AI Feature, which you may simply decline to use.

Schedule B. Data Processing Addendum

Roles. For personal data within Customer Data, you are the controller or business and we are the processor or service provider. Where the payment provider determines its own purposes — for example, Stripe's fraud prevention, loss mitigation, and legal-compliance activities — that provider acts as an independent controller and this Schedule does not govern that processing. The AI Provider and Mapbox act as our sub-processors for the processing described in Sections 8 and 9; to the extent a provider processes limited data for its own abuse-detection or security purposes under its terms, it does so as an independent controller.

Scope and instructions. We process personal data only to provide, secure, and support the Service, in accordance with this Agreement and your documented instructions, and as required by law. Your use of an AI Feature, your upload of Aerial Imagery, and your publication of a Public Page are each a documented instruction to process the relevant data as this Agreement describes. We do not sell or share personal data, do not use it to train models, and do not retain, use, or disclose it for any purpose other than performing the Service.

Categories. Account contacts (name, email, role); records you upload or create, which may include information about deceased persons and living plot owners, purchasers, and next of kin; Documents and Scanned Materials, which may contain the same categories in unstructured form, including handwriting; AI Output derived from Scanned Materials; Aerial Imagery, which may incidentally depict people, vehicles, or property; family submissions such as deed requests and reservation details; and limited technical data such as IP addresses processed for security, rate limiting, and usage quotas. We do not intend to process, and you must not submit, the special categories listed in Section 12.

Confidentiality and security. Personnel with access are bound by confidentiality obligations. Security measures include encryption of data in transit and at rest by our infrastructure providers, row-level database isolation between customers, private storage buckets with short-lived signed links for Documents and Scanned Materials, server-side-only custody of AI Provider and mapping credentials, mandatory email verification, optional two-factor authentication, an audit trail of record changes, exports, and AI Feature use, rate limiting and usage quotas, and bot protection on public forms. Security measures may be updated so long as protection is not materially reduced.

Infrastructure and transfers. Customer Data is stored in a United States region with our database provider, and the application is hosted in a United States region. Scanned Materials submitted to an AI Feature are transmitted to the AI Provider and processed in the United States; hosted Aerial Imagery tilesets are stored by Mapbox in the United States. Bot-protection and content-delivery providers operate global networks, and certain providers reserve the right to process data elsewhere as described in their own terms; region selection is a data-location control rather than a guarantee of any particular regulatory outcome. Card data is handled exclusively by Stripe, a PCI DSS Level 1 service provider; CemeteryBase does not receive, store, or transmit full card numbers.

AI Provider processing. The AI Provider receives page images or PDF pages, your optional hint text, your cemetery name, and our extraction instructions, and returns structured text. It does not receive your account identity, your other records, or any Customer Data you have not submitted to the feature. Under the paid API terms we use, the provider states that it does not use this content to train or improve its models, does not make it available to other customers, and retains it only for a limited period to detect abuse and meet legal obligations. Those statements are the provider's commitments under its published terms; we pass them through and will notify you if we become aware that they have materially changed.

Certifications. Our infrastructure providers hold their own independent certifications, including SOC 2 Type II and ISO 27001 for hosting, database, mapping, and AI services. These are the providers' certifications and are not certifications of CemeteryBase.

Assistance. Taking into account the nature of processing, we will provide reasonable assistance with your obligations for data-subject requests, security, breach notification, and impact assessments — including, on request, a description of the AI Feature's processing suitable for inclusion in your own privacy notice or assessment. If an individual contacts us directly about data in your records, we will refer them to you.

Incidents. We will notify you without undue delay after becoming aware of a personal-data breach affecting Customer Data, with the information reasonably available to us, and will cooperate in your response.

Deletion. On termination, Customer Data is deleted per Section 18, subject to backup retention cycles, to the AI Provider's limited abuse-monitoring retention, and to any retention required by law.

Audits. On reasonable written request, no more than once per year, we will provide the information reasonably necessary to demonstrate compliance with this Schedule, including relevant provider documentation available to us.

Contact

PRAAM Enterprise LLC, a Montana limited liability company, d/b/a CemeteryBase — Montana, United States. Support, legal notices, and copyright complaints: support@cemeterybase.com.