

NATURALSOFT LTD. MASTER SUBSCRIPTION AGREEMENT

Effective Date: July 25th, 2026

This Master Subscription Agreement (“Agreement”) is entered into between NaturalSoft Ltd., a company incorporated in British Columbia, Canada (“NaturalSoft,” “we,” “us,” or “our”), and the person or organization accepting this Agreement (“Customer,” “you,” or “your”).

This Agreement governs Customer’s access to and use of NaturalReader products and services identified in an online checkout page, subscription confirmation, quotation, order form, statement of work, or other ordering document accepted by NaturalSoft (each, an “Order”).

By creating an account, purchasing a subscription, accepting an Order, clicking to accept this Agreement, or using a Service, Customer agrees to be bound by this Agreement.

If an individual accepts this Agreement on behalf of an organization, that individual represents that they have authority to bind that organization.

1. Agreement Structure

This Agreement includes:

1. the applicable Order;
2. the NaturalSoft Data Processing Addendum, where applicable;
3. the NaturalSoft Service Level Agreement, where applicable;
4. the NaturalSoft Privacy Policy;
5. the NaturalSoft AI Use and Transparency Policy;
6. the NaturalSoft Subprocessor List; and
7. the product-specific terms contained in this Agreement.

If there is a conflict, the following order of precedence applies:

1. the Order;
2. the Data Processing Addendum for privacy matters;
3. the Service Level Agreement for availability matters;
4. this Agreement; and
5. other incorporated policies.

Terms printed on a Customer purchase order do not modify this Agreement unless NaturalSoft expressly accepts them in writing.

2. Services and Accounts

2.1 Access Rights

Subject to payment and compliance with this Agreement, NaturalSoft grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the subscription term to access and use the purchased Services for their intended purposes and within applicable plan limits.

Plan limits may include:

- authorized-user limits;
- character or credit limits;
- storage limits;
- voice or model availability;
- project limits;
- voice-cloning limits;
- feature limits; and
- technical or fair-use restrictions.

2.2 Authorized Users

Customer is responsible for:

- all activity under its accounts;
- protecting credentials;
- ensuring accounts are used only by authorized users;
- promptly removing users who are no longer authorized; and
- notifying NaturalSoft of suspected unauthorized access.

Individual accounts may not be shared. Team, group, EDU, and site plans may be shared only as permitted by their applicable plan.

2.3 Account Administrators

Team, business, and EDU administrators may:

- invite, suspend, or remove users;
- manage subscriptions and seats;
- review account and usage information;
- configure shared features;
- manage shared documents or projects; and
- request deletion of organization-managed accounts.

Customer is responsible for the actions of its administrators.

2.4 Service Changes

NaturalSoft may add, modify, replace, or discontinue voices, models, languages, features, integrations, and technical functionality.

NaturalSoft will use commercially reasonable efforts to provide notice before materially reducing core paid functionality, where practicable.

A particular third-party voice or AI model may be replaced or discontinued without constituting termination of the entire Service.

2.5 Free and Beta Services

Free, trial, beta, preview, experimental, or evaluation features:

- are provided “as is”;
- may be limited, changed, or discontinued at any time;
- may not be supported; and
- are not covered by the SLA unless expressly stated.

3. Product-Specific Terms

3.1 Personal Version

NaturalReader AI Text to Speech - Personal Version is intended for private reading and listening.

Unless an Order expressly states otherwise:

- generated audio may be used only by the authorized user for private listening;
- generated audio may not be distributed, published, posted, transmitted, embedded, sold, licensed, or shared with another person;
- generated audio may not be used in videos, podcasts, e-learning content, public presentations, training materials, websites, telephone systems, customer-facing systems, or organizational communications;
- internal organizational or nonprofit redistribution still requires an eligible Commercial Version license; and
- a Personal Version subscription does not include access to the Commercial Version.

The Personal Version may be available through:

- the web application;
- iOS and Android applications; and
- the NaturalReader Chrome extension.

Features may differ among platforms.

3.2 EDU Version

NaturalReader EDU is part of the Personal Version product family and is licensed primarily as an accessibility and reading-assistance service.

Audio created under an EDU plan is for the authorized user's private reading and listening unless the Order expressly grants redistribution rights.

An educational institution may not use Personal or EDU-generated audio in distributed lessons, training courses, videos, public materials, or student-facing media unless it has an eligible Commercial Version license.

The educational institution is responsible for:

- determining user eligibility;
- assigning and removing accounts;
- providing legally required notices;
- obtaining parent, guardian, student, or institutional consent where required;
- configuring optional AI and shared-library features appropriately; and
- complying with applicable education and student privacy requirements.

3.3 Commercial Version

NaturalReader AI Voice Generator - Commercial Version is a web-based content-creation service that permits eligible subscribers to generate audio for commercial, professional, organizational, and distributive purposes.

Customer may use compliant audio generated through an eligible paid Commercial Version plan in:

- videos;
- podcasts;
- audiobooks;
- advertisements;
- social media;
- training and e-learning materials;
- presentations;
- public announcements;
- internal organizational communications; and
- other permitted content.

Customer's rights are subject to:

- the applicable plan;
- Customer having all required rights in the input material;
- Customer having authorization to use uploaded voices and likenesses;

- applicable laws;
- third-party rights;
- provider-specific restrictions disclosed in the Service; and
- compliance with this Agreement.

As between NaturalSoft and Customer, and to the extent permitted by law, Customer retains its rights in Customer Content and may use generated output under the applicable product license.

NaturalSoft does not guarantee that AI-generated output:

- is unique;
- is copyrightable;
- will not resemble other content;
- is error-free;
- is suitable for a particular use; or
- is free from third-party claims.

Audio lawfully generated during an active Commercial Version subscription may continue to be used after the subscription ends. Customer may not create new audio or access paid features after expiration.

3.4 Separate Products

Personal, EDU, and Commercial subscriptions are separate unless an Order expressly bundles them.

A subscription to one product does not automatically include access to another product.

3.5 Legacy Standalone Software

NaturalSoft has discontinued new sales of standalone NaturalReader software.

A valid existing standalone license remains governed by the license terms applicable when it was purchased.

Discontinuation does not invalidate an existing license, but it does not guarantee:

- future operating-system compatibility;
- continued downloads;
- updates;
- new voices;
- cloud functionality; or
- ongoing support.

3.6 App Store Purchases

Subscriptions purchased through Apple App Store or Google Play are also subject to the applicable platform's:

- billing terms;
- cancellation procedures;
- refund policies; and
- account requirements.

4. Customer Content

“Customer Content” means documents, text, images, scripts, prompts, recordings, voice samples, project files, generated files, and other material submitted by or for Customer.

Customer retains ownership of Customer Content.

Customer grants NaturalSoft and its authorized service providers a limited right to host, copy, transmit, process, convert, generate, display, and otherwise use Customer Content only as necessary to:

- provide the Services;
- secure and maintain the Services;
- provide support;
- prevent abuse;
- enforce this Agreement;
- comply with law; and
- carry out other activities expressly authorized by Customer.

NaturalSoft does not use Customer Content to train NaturalSoft or third-party AI models.

Customer represents that it has all necessary:

- ownership rights;
- licenses;
- permissions;
- consents; and
- legal bases

for NaturalSoft to process Customer Content.

5. Voice Cloning and Likeness Rights

Customer may upload, clone, design, or use a voice only when Customer has valid legal rights and authorization.

Customer must not:

- clone or imitate a real person without informed authorization;
- create a false endorsement;
- impersonate another person;
- misrepresent the speaker's identity;
- create fraudulent or deceptive communications;
- evade an authentication or identity-verification system;
- use a minor's voice without legally valid authorization;
- violate biometric, publicity, personality, privacy, copyright, employment, election, or consumer-protection laws; or
- remove or bypass safeguards.

NaturalSoft may:

- request evidence of authorization;
- suspend a voice;
- restrict generation;
- delete unauthorized voice data;
- preserve evidence of suspected abuse; or
- report conduct where legally required.

6. Acceptable Use

Customer must not use the Services to:

- violate any law;
- infringe another person's rights;
- create fraudulent, defamatory, threatening, exploitative, or unlawful material;
- facilitate phishing, scams, identity theft, extortion, or financial fraud;
- create deceptive election or political communications;
- create sexual exploitation material involving minors;
- distribute malware;
- attack or interfere with another system;
- access non-public APIs;
- bypass technical or usage restrictions;
- scrape or systematically extract voices, models, or Service data;
- reverse engineer the Services except where the law expressly permits it;
- use the Services to train a competing voice, speech, or AI model without written permission;
- resell or provide service-bureau access unless an Order permits it; or
- use the Service in a system where failure could reasonably cause death, serious bodily injury, or substantial physical damage.

NaturalSoft may investigate suspected violations and may suspend or terminate access where reasonably necessary.

7. Fees, Credits, Billing, and Taxes

7.1 Fees

Customer will pay the fees and charges stated in the applicable Order.

Except where required by law or expressly allowed by the applicable refund policy, fees are non-refundable.

7.2 Automatic Renewal

Unless an Order states otherwise, subscriptions renew automatically for successive periods equal to the original billing period.

Customer may disable automatic renewal before the renewal date.

Cancellation normally becomes effective at the end of the current paid term.

7.3 Usage and Credits

Plans may use credits, character limits, generation limits, or other quotas.

Characters may be charged each time content is generated or regenerated, including when Customer changes:

- text;
- voice;
- speed;
- tone;
- pronunciation;
- prompts; or
- other generation settings.

Included credits may reset or expire as stated in the plan. Purchased additional credits are subject to the terms displayed at purchase.

7.4 Price Changes

NaturalSoft may change prices for future renewal periods by providing notice required by law or the applicable Order.

7.5 Taxes

Fees exclude applicable sales, use, value-added, goods and services, withholding, and similar taxes unless stated otherwise.

Customer is responsible for applicable taxes other than taxes based on NaturalSoft's net income.

7.6 Refunds

Refund eligibility depends on:

- the product;
- billing interval;
- purchase channel;
- plan; and
- date of the request.

The NaturalSoft refund policy published at the time of purchase applies unless the Order states otherwise.

8. Confidentiality

“Confidential Information” means non-public information disclosed by one party that is marked confidential or should reasonably be understood to be confidential.

Confidential Information includes:

- Customer Content;
- security information;
- non-public pricing;
- product plans;
- business information;
- technical information; and
- access credentials.

The receiving party will:

- use Confidential Information only for the Agreement;
- protect it using at least reasonable care;
- disclose it only to people who need it and are bound by confidentiality duties; and
- not disclose it except as permitted by this Agreement or required by law.

Confidential Information does not include information that the receiving party can demonstrate:

- was already lawfully known;
- becomes public without breach;
- was independently developed; or
- was lawfully received from another source.

9. Privacy and Security

NaturalSoft will process personal information in accordance with its Privacy Policy and, where applicable, its Data Processing Addendum.

NaturalSoft maintains safeguards described in its Security Overview.

Customer is responsible for determining whether the Services are appropriate for Customer's content, users, and legal requirements.

Customer must not submit the following unless NaturalSoft expressly agrees in writing:

- protected health information subject to HIPAA;
- full payment-card data;
- government identification numbers;
- highly sensitive medical records;
- criminal investigation records;
- biometric identification databases; or
- other specially regulated information.

10. Intellectual Property

NaturalSoft and its licensors retain all rights in:

- the Services;
- software;
- interfaces;
- models;
- algorithms;
- system prompts;
- voices supplied by NaturalSoft or its providers;
- documentation;
- trademarks;
- improvements; and
- related technology.

No rights are granted except those expressly stated.

Customer may provide feedback. Customer grants NaturalSoft a perpetual, worldwide, royalty-free right to use feedback without identifying Customer publicly.

11. Third-Party Services

The Services rely on third-party cloud, AI, speech, analytics, authentication, payment, customer-support, mobile, and browser services.

NaturalSoft is not responsible for products or systems controlled solely by third parties.

A third-party service interruption may affect a NaturalReader feature without making the entire NaturalReader Service unavailable.

12. Warranties

NaturalSoft warrants that paid Services will perform materially in accordance with their generally available documentation under normal use.

If NaturalSoft materially breaches this warranty, Customer's remedy is for NaturalSoft to:

1. use commercially reasonable efforts to correct the issue; or
2. if correction is not reasonably possible, terminate the affected Service and refund prepaid fees for the unused portion.

Except for this express warranty and to the maximum extent permitted by law, the Services and outputs are provided "as is" and "as available."

NaturalSoft disclaims implied warranties of:

- merchantability;
- fitness for a particular purpose;
- non-infringement;
- accuracy;
- uninterrupted availability; and
- error-free operation.

AI and speech output may contain inaccuracies, artifacts, unexpected pronunciation, or inappropriate results. Customer must review output before relying on or distributing it.

13. Intellectual-Property Claim Protection

For a paid business or EDU Customer, NaturalSoft will defend a third-party claim alleging that the unmodified, generally available paid Service directly infringes a Canadian or United States copyright, trademark, or patent.

Customer must:

- promptly notify NaturalSoft;
- give NaturalSoft control of the defense; and
- reasonably cooperate.

This obligation does not apply to claims caused by:

- Customer Content;
- Customer output;
- voice samples;
- Customer instructions;

- modifications;
- combination with products not supplied by NaturalSoft;
- continued use after notice;
- third-party services; or
- use contrary to documentation.

NaturalSoft may:

- modify the affected Service;
- replace it;
- obtain continued-use rights; or
- terminate the affected Service and refund unused prepaid fees.

This section is subject to the liability cap.

14. Limitation of Liability

To the maximum extent permitted by law:

1. neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, goodwill, data, or business interruption; and
2. each party's total aggregate liability will not exceed the fees paid or payable for the affected Services during the 12 months before the event giving rise to liability.

For free Services, NaturalSoft's maximum liability is CAD \$100.

The cap does not limit:

- Customer payment obligations;
- Customer misuse of NaturalSoft intellectual property;
- Customer indemnification obligations; or
- liability that cannot legally be limited.

15. Suspension and Termination

NaturalSoft may suspend access where reasonably necessary because of:

- a security risk;
- suspected abuse;
- payment default;
- legal requirements;
- material breach; or
- risk to another person or the Services.

Either party may terminate an Order for material breach if the breach is not cured within 30 days after written notice.

NaturalSoft may immediately terminate a breach that cannot be cured.

At termination:

- Customer access ends;
- outstanding fees become due;
- data will be handled under the Privacy Policy and DPA; and
- provisions intended to survive will remain effective.

16. Notices

Legal notices to NaturalSoft must be sent to:

NaturalSoft Ltd.
#935-6388 No. 3 Road
Richmond, BC
V6Y 0L4
Canada
Email: legal@naturalreaders.com

Notices to Customer may be sent to the account owner or administrator email.

17. Governing Law

This Agreement is governed by the laws of British Columbia and the federal laws of Canada applicable there.

The courts located in British Columbia have exclusive jurisdiction, except that either party may seek urgent injunctive relief in another competent court.

18. General Terms

Customer may not assign this Agreement without NaturalSoft's written consent, except as part of a permitted merger or sale of substantially all assets.

NaturalSoft may assign this Agreement to an affiliate or as part of a corporate transaction.

Neither party is liable for delay caused by circumstances beyond its reasonable control, excluding payment obligations.

The parties are independent contractors.

Customer will comply with applicable sanctions and export laws.

If a provision is unenforceable, it will be modified only as necessary and the remaining provisions will continue.

Electronic acceptance and signatures are binding.

