Totsum Data Explorer — End-User Licence Agreement

Agreement revision 2026-09-27 — Effective date: 27 September 2026

> The revision above identifies this text. The Software has its own version number, shown in its *About* dialog; the two change independently — a new release of the Software does not change this Agreement, and this Agreement can be revised without a new release. The revision you accepted governs your licence; Section 16 says how later revisions relate to it.

> EU and Belgian consumer-protection rules override any conflicting clause of this Agreement; nothing in it waives a consumer's mandatory statutory rights.

This End-User Licence Agreement (the "**Agreement**") is a binding contract between you, the person or organisation acquiring or using the software ("**you**" or the "**Licensee**"), and **Totsum SRL**, a *société à responsabilité limitée* incorporated in Belgium, registered office **Avenue Kersbeek 308, 1180 Uccle, Belgium**, enterprise number **1041.093.971** (RPM Bruxelles, Tribunal de l'entreprise francophone de Bruxelles), VAT number **BE 1041.093.971** ("**Totsum**", "**we**", "**us**").

The software licensed here is **Totsum Data Explorer** — the **Application** and the **Installer Utility** (Section 1) — including its executables, libraries, bundled assets, and accompanying documentation (the "**Software**").

How and when you accept this Agreement. You accept it **before** we issue a licence key, in the way we indicate for the channel you use:

- **Purchase** — on our website, before payment, by ticking a box that is not pre-ticked, placed next to a link to the full text. The Reseller's checkout then applies (Section 14).
- **Beta or other time-limited licence** — in writing, before we issue the key: by replying to our invitation e-mail with an express acceptance of the revision it names and attaches, or by ticking a box that is not pre-ticked on the page we link from that e-mail.
- **Trial** — on our website, on the page opened by the link we e-mail to the address you give us, before we issue the free trial key, by ticking a box that is not pre-ticked, placed below the full text. If you do not accept, no key is issued — and **the Software does not run without a key**.

For every licence, the Trial included, we keep a record of the acceptance — the order or key identifier, the date and time, the e-mail address, and the revision and exact text accepted — and we send you a confirmation with the accepted text attached as a PDF. Every revision of this Agreement is published on our website at a stable address, with its revision number and date, and as a PDF.

Downloading is not accepting. The installer makes this Agreement available before installation. That screen is informational and does not itself form the contract. Installation does not entitle you to use the Software without a licence key, which is issued only after acceptance through one of the channels described above.

At first launch, the Software shows the revision you accepted and lets you read it again. That screen is a reminder, not the moment the contract is formed: the contract was formed when you accepted before the key was issued. If you accept on behalf of an organisation, you represent that you are authorised to bind it.

If you have paid and then do not wish to proceed, do not install the Software and **you may seek a refund** (Section 14).

You must have the legal capacity to enter into this Agreement. If you have not reached the age of legal capacity where you live, a parent, guardian, or other authorised representative must accept on your behalf.

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1. Definitions

- **Application** — the installed Totsum Data Explorer program: the part of the Software you run on your device to load data, ask questions, and produce Outputs. It can operate on a computer with no network connection (Section 8).
- **Installer Utility** — the installer package for your platform and the separate setup helper it runs: together they install the Application and, during installation, download and verify the AI Model over the network (Section 8). The Application does not need either of them in order to run.
- **Licence Tier** — the edition you are entitled to use: **Trial**, **Personal**, or **Commercial** (Section 3). There are three; a beta or pre-release licence is not a fourth, but a licence of one of these Tiers that is additionally **time-limited** (Sections 3.4 and 10.1).
- **Commercial Use** — use in the course of the activities of a business, profession, or other organisation, including use by, for, or on behalf of an employer or client, and any use contributing to revenue or to paid or client-facing deliverables. Use by self-employed persons, contractors, and consultants in the course of their work is Commercial Use. **What matters is the purpose of the use, not who owns the device** — subject to the exception below.
- **Non-Commercial Use** — use that is not Commercial Use. It includes: **personal and private use**, including learning the Software or developing your own skills, even where relevant to your work and even on an employer's device; **teaching, study, coursework, and academic research**, whether or not within an institution, **provided** the work is not for a commercial sponsor or client and produces no paid or client-facing deliverables; and **evaluation**, including by an organisation, where confined to deciding whether to acquire the Software **and its results are not used in the organisation's operations or to produce deliverables**.

  Use in an organisation's **own operations** is Commercial Use even where that organisation is a charity, non-profit, or public body: the test is the activity, not the legal form. A university department analysing its own budget is making Commercial Use; a student on a course in that department is not.
- **AI Model** — any large-language-model weights file (e.g. a GGUF file) loaded by the Software for local inference. AI Models are **not** part of the Software and are licensed separately (Section 7).
- **Output** — any result or preliminary material the Application produces in the course of your exploration of User Data — including text, SQL queries, statistics, charts, tables, Query Flow diagrams, and reports — whether you keep it, export it, or discard it.
- **User Data** — any file, dataset, question, instruction, or other content you load into the Software.
- **Expiry Date** — where a licence is issued for a limited period, the date shown in the key on which it ends (Section 3.4).
- **Reseller** — **Paddle**, our authorised reseller and merchant of record: **the Paddle entity identified to you before you order and in your order confirmation** (Section 14).

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2. Grant of licence

Subject to your compliance with this Agreement (and, for paid tiers, payment in full), Totsum grants you a **personal, non-exclusive, non-sublicensable licence, terminable only as set out in Section 10**, to install and use the Software in object-code form, for the permitted use of your Licence Tier and for the duration in Section 10. The licence is **non-transferable, except where mandatory law gives you a right to transfer it** — that exception, and how a valid transfer works, are set out below in this Section.

This is a **licence, not a sale**. Totsum and its licensors retain all right, title, and interest in the Software (Section 6). No rights are granted other than those expressly stated. Where mandatory law grants you transfer or resale rights that cannot be excluded, this Agreement does not purport to override them.

If mandatory law lets you transfer your licence, the transfer must be of the licence as a whole — a licence covering several users may not be split — and may not include any copy you retain: **you must make every copy in your possession or control, including backups, unusable at the time of the transfer**. Please also tell us of the transfer, so we can honour the new holder's key; telling us is an obligation you owe us, **not a condition of the transfer's validity**. The new holder takes the licence under this Agreement. **Where a transfer is valid under that law, we facilitate it**: on request, we issue the new holder a replacement key carrying the same licence identifier, and we do not make that replacement depend on our agreeing to the transfer.

Unless your order or an applicable volume/site agreement says otherwise, a paid licence is granted to **one named user**, who may install it on the devices they own or control, provided it is not used by more than one person at the same time on more than one device.

Users you permit. Where you permit another person to use the Software — including where an organisation acquires a licence for a named individual to use — you must ensure that person is made aware of this Agreement and complies with it, and **you remain responsible for their acts and omissions in relation to the Software as if they were your own**. This paragraph does not widen the licence: it stays granted for the number of users stated above, and use by anyone beyond that is a breach of this Agreement, not a permission given here.

Reassignment within an organisation. Where an organisation has bought a licence for a named individual, it **may reassign it** when that person leaves or changes role. Reassignment is **permanent and one-for-one**: a licence may not be rotated between people, shared, or held so several people use it in turn, and except where the original user has left we may decline reassignments requested more often than once in any 90-day period. Contact us at the address in Section 19 and we will issue a replacement key. Reassignment does not extend the licence, the Support Period, or the major version it covers.

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3. Licence Tiers

3.1 Trial (free)

A no-charge licence for **evaluation and Non-Commercial Use only**, granted by a **free trial key** issued by e-mail once you have accepted this Agreement on our website. One Trial is available per person; the service will not issue more than one Trial key to the same e-mail address. It caps the number of questions you may ask about **your own** data and permits **no export**. It displays a watermark on charts and Query Flow diagrams. It is provided **without the express warranty of Section 11.1**, may change or be withdrawn at any time, and carries no support beyond mandatory law; a consumer's mandatory rights (Section 11.2) are unaffected.

3.2 Personal

A paid licence for **Non-Commercial Use only**. It removes the Trial's question limit and permits export, but **not export of the result data itself** — that requires a Commercial licence.

The Personal edition displays a watermark reading **"Made with Totsum — non-commercial licence"**, followed by an opaque identifier of the licence, on charts and Query Flow diagrams shown on screen, and embeds the same watermark in the files it exports (Section 5). The Software provides no means of removing it, and Section 4 prohibits circumventing it. Commercial Use requires a Commercial licence.

3.3 Commercial

A paid licence that additionally permits **Commercial Use**, carries **no licence watermark** (the provenance markers of Section 7.5 — the notice that content was generated by an AI — apply to every Tier), and has the fullest export capability of the three Tiers, including export of result data. It is required for any Commercial Use as defined in Section 1 — a test turning on the purpose of the use, not on who owns the device or the legal form of any organisation involved.

3.4 Time-limited licences (pre-release evaluation) — not a fourth Tier

Totsum may issue a licence **for a limited period and at no charge**, to evaluate a pre-release version — a "beta" licence. **This is not a fourth Licence Tier.** It is a licence of one of the three above, made time-limited: it carries the rights and restrictions of the Tier stated in the key, **including Commercial Use where that Tier permits it**, until its **Expiry Date**. **The key is issued only after you have accepted this Agreement** in the way we indicate when we invite you (Preamble), and we keep a record of the revision you accepted.

The licence **ends automatically on the Expiry Date**, without notice and without refund, and the Software stops permitting the use it granted. **A pre-release version is unfinished software, made available solely for testing purposes**; it may be incomplete or unstable. Such a licence is provided **without the express warranty of Section 11.1**, **may change** or be withdrawn at any time, and carries no support beyond mandatory law and no Support Period (Section 9.3). Taking part asks nothing of you beyond what supplying and securing the Software requires: **no telemetry, no compulsory feedback, no data you must hand over** — what you tell us about the pre-release version, you tell us voluntarily. Nothing here limits a consumer's mandatory rights (Sections 11.2 and 13).

3.5 Licences granted at no charge

We may grant a licence of **any Tier at no charge**, with or without a time limit. Such a licence **carries the rights and restrictions of its Tier in the ordinary way**, including Commercial Use where the Tier permits it. Where it is also time-limited, Section 3.4 applies.

That nothing was paid **does not reduce any mandatory right you have** (Sections 11.2 and 13), and Section 12.3 sets a floor of EUR 2,500 rather than a ceiling of zero. It does mean we may set the conditions of such a programme when we grant it, and say so at the time.

Features and price. The three Tiers differ in the rights set out above — the use permitted, the licence watermark, and the export of result data. What each Tier includes beyond that, and its price, are what is shown when you buy and described in the documentation of the version you licensed. Each major version is a separate product with its own description (Section 9.2); Section 16.2 says what may change for a licence you already hold.

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4. Restrictions

You must not, and must not permit any third party to:

1. use the Software beyond the rights granted for your Licence Tier (in particular, make any Commercial Use under a Trial or Personal licence);
2. copy, distribute, resell, rent, lease, lend, host, or make the Software available to third parties, except as expressly permitted here or as required by the mandatory-law exception in Section 2;
3. remove, obscure, alter, or circumvent the watermark, licence keys, activation, or any other technical protection or licence-enforcement mechanism;
4. **obtain more than one Trial allowance** — reinstalling the Software, installing it under another user account, or resetting or removing the trial usage record **in order to begin a further trial** once yours is used up. The Trial is one evaluation allowance per person, not one per installation. **This does not restrict reinstalling for any ordinary reason** — a new or rebuilt machine, a disk failure, a reinstalled operating system, a different platform, or simply reinstalling to continue an evaluation you have not used up. What is not permitted is doing so **to escape the cap** (Sections 3.1 and 5);
5. reverse engineer, decompile, or disassemble the Software, or attempt to derive its source code, **except** to the extent applicable law does not permit this restriction (see the end of this Section);
6. modify, adapt, or create derivative works, except as permitted by the licences of its open-source components (Section 7) or by mandatory law;
7. copy the Software's code or other protectable expression in the course of developing another product — **this item does not restrict** observing, studying, or testing the Software, or using the ideas, principles, and functionality learned that way (see the end of this Section);
8. use the Software as a component of, or rely on its Outputs to operate, **safety-critical or fail-safe systems** — uses where a failure, error, or delay could lead directly to death, personal injury, or severe physical or environmental damage (Section 11.3). This item is a rule of use: it does not, by itself, exclude our responsibility for a defect of the Software (Sections 11 and 12);
9. use the Software in violation of any applicable law, or of the licence terms of any AI Model or third-party component.

Nothing here limits the broader rights the open-source component licences may grant you for those components (Section 7), or a lawful user's non-excludable rights to make a necessary backup copy, to observe, study, or test the functioning of the Software while performing acts they are entitled to perform, to decompile strictly to the extent required for interoperability, or to decompile to the extent strictly necessary to correct an error affecting the Software's operation.

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5. Watermark and licence enforcement

The Trial and Personal editions render a watermark within the chart area and on Query Flow diagrams — only the Personal watermark carries an identifier of the licence (Section 3.2) — and the Personal edition embeds its watermark in the files it exports. Removing, hiding, or circumventing it, or using a Personal or Trial edition to produce commercial or client-facing output, is a breach of this Agreement (Section 4) regardless of whether the watermark is technically defeated.

The Application validates your licence **on your device**; there is no online licence check and no automatic update check (Section 8). You agree not to interfere with the watermark or licence-enforcement mechanisms.

Paying for the licence your use actually required. If you make **Commercial Use** under a Trial or Personal licence, or more people use a licence at the same time than Section 2 permits, then **in addition to any other remedy** we may require you to pay:

- for **each licence** used beyond the rights of its Tier, the **difference** between what you paid and our list price, at the time of the use, for the Tier the use actually required; and
- for **each additional person** who used a licence at the same time beyond what Section 2 permits, the **full list price of one further licence** of the Tier that use required.

This is a **one-off amount per licence and per additional user — not a recurring charge**, and it is payable however long the use lasted.

The amount is our published price and nothing above it — not a sum fixed in advance to compensate a breach, and carrying no multiplier or penalty element: it is **what the use would have cost had it been licensed correctly**, at the list price in force at the time of the use.

What this payment does. When we offer this regularisation and you pay the amount, **the payment regularises the use it was calculated for**: that use is then treated as licensed at the Tier it required, from the time it began. We do not obtain compensation twice for the same use — having been paid the price of the correct licence, we do not also claim damages for the fact that the licence was missing. What we may still claim is **(a)** the **reasonable, necessary and documented costs of establishing the use** — no more than that — with any interest due by law, and **(b)** a **distinct** loss, proven and not already made good by the payment, if there is one.

What it does not do. It is not a price list for using the Software without the licence it requires: until we have offered the regularisation and you have paid it, the use is use we have not licensed, which also **infringes our copyright** (Section 6.1); we may instead terminate under Section 10.2. The remedies the law gives us for infringement remain available **for use that has not been regularised, and for a distinct loss** — never as a second recovery for a use the payment has already covered. This Agreement gives us no right to audit your systems: the facts are established by ordinary means.

This paragraph does not apply to consumers, whose liability is governed by the mandatory law applicable to them.

What the watermark and the key contain. The Personal watermark carries an **opaque licence identifier** — not your name, your address, or your key (Section 3.2); we can resolve it to a licence through our own records, a stranger cannot. The licence key itself contains the **e-mail address it was issued to**, which the Application reads only on your device (Section 8). The purposes and retention of those records are set out in the Privacy Policy; Section 18 says how that document relates to this one.

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6. Intellectual property, User Data, and Outputs

6.1 Totsum intellectual property. The Software, including its design, structure, code, and the Totsum name and logo, is owned by Totsum and protected by copyright and other laws. Except for the limited licence granted here and the rights granted by third-party component licences, no rights are transferred to you. The "**Totsum**" and "**Totsum Data Explorer**" names and marks may not be used without our prior written permission, except to truthfully identify the Software.

6.2 Your Data and Outputs. As between you and Totsum, you retain all rights you hold in your User Data. Totsum claims no ownership of your User Data or Outputs. Subject to your Licence Tier, you may use, reproduce, modify, and share your Outputs.

You are responsible for ensuring you have the rights and, where applicable, a lawful basis to use User Data with the Software. Outputs may incorporate or be affected by third-party material, including an AI Model, and may not qualify for intellectual-property protection. Totsum does not warrant that an Output is unique or that you will own exclusive rights in it.

6.3 Feedback. If you send us suggestions, ideas, bug reports, or other feedback about the Software, you grant Totsum a **non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence, which we may transfer or sublicense**, to use it to operate, improve, and develop the Software and our documentation, without obligation or compensation. **You keep every right you hold in your feedback; this is a permission to act on it, not a transfer of ownership**, and it is limited to feedback about the Software.

Please do not include confidential information, or personal data about other people, in feedback. What happens to feedback and correspondence is described in the Privacy Policy.

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7. Third-party components and AI Models

7.1 Open-source components. The Software incorporates third-party open-source components, each licensed under its own terms. A readable summary is provided in the application's *About* dialog (**Third-Party Licenses**, also shipped as `THIRD_PARTY_LICENSES.md`); the complete list and full licence text of every component ship with the Software in the `licenses/` folder. In case of conflict, those licences govern your use of the relevant component.

7.2 AI Models. AI Models are **not licensed under this Agreement**. Each is third-party material governed by **its own licence, warranty terms, disclaimers, and model card**. The AI Models a version is built to use, their licence terms, and any use restrictions they impose are identified in that version's documentation. **Your responsibility is limited to complying with the use restrictions that have been communicated to you** in that documentation; using the Software's AI features in breach of them is a breach of this Agreement (Section 4). **Totsum remains responsible for holding the rights needed to supply the AI Model, or to organise its installation by the Installer Utility**, and does not transfer that responsibility to you. Totsum grants no rights or warranties on behalf of an AI Model's provider, and this Section does not exclude any responsibility Totsum has under mandatory law for the conformity of the Software as supplied or marketed, including where an AI Model is provisioned by the Installer Utility.

7.3 Substituting components and models. Providers may change, relicense, or discontinue what we depend on. We may **replace any of them with a reasonably equivalent alternative**, including the AI Model a version uses, **where there is a valid reason** — the component is discontinued or withdrawn, its licence or terms change, it develops a security or legal problem, or a replacement is needed to keep the Software working on the systems that version supports. A substitution must not **materially reduce** the functionality or performance the major version was published as having; a change that would is a matter for the **next** major version (Section 9.2), not an update. This Section does not reduce a consumer's conformity rights (Section 13) or our obligations under Section 9.3.

If there is no equivalent. Sometimes a component or AI Model is withdrawn and nothing reasonably equivalent is available on reasonable terms. We will not quietly ship a lesser substitute in its place. In that situation: **software already installed keeps working** — Models and components sit on your device, and a change upstream does not remove them or reach back into your installation; **we tell you**, plainly and without leaving the commitment open (Section 9.5); **we stop selling the affected version** rather than supply it materially reduced; and **you keep the remedies the law gives you** for a lack of conformity or for

a characteristic we publicly promised. Our inability to obtain a replacement upstream may excuse us from publishing further updates for that version (Section 18); **it does not excuse a lack of conformity**.

7.4 Local AI processing. The Software runs AI Models on your device; it has no feature that sends your data to an AI Model provider (Section 8).

7.5 Provenance markers on exports. Files the Application exports that contain AI-generated content — the follow-up report and images cut from it — carry **provenance markers**, whatever your Licence Tier: a visible sentence, and a machine-readable marking in the file's metadata identifying the content as AI-generated, to support compliance with applicable transparency requirements, including Article 50(2) of Regulation (EU) 2024/1689 where it applies. They are not the licence watermark of Section 5, which only the Trial and Personal editions carry. You must not remove, obscure, or alter those markers (Section 4).

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8. Privacy and data processing

The Application runs on your device. The data you load, the questions you ask, and the Outputs produced from them are processed on your device. The Application has **no account system, no synchronisation, no telemetry, and no update check**; your licence key is validated on your device (Section 5), and you obtain updates by downloading new versions yourself (Section 9.3).

It can operate on a computer with no network connection, where the confidentiality of your work requires that level of isolation.

Installation. The **Installer Utility** downloads and verifies the AI Model once, from our download server described in the Privacy Policy (its Section 4.1). On a machine without internet access, the Model files can be provisioned manually instead.

What is yours to look after. Because the Application runs on your device and your licence is validated there, you are responsible for maintaining **backups**, for retaining your **installer and licence key**, for safeguarding **any workspace passphrase or key** you set (Section 10.4), and for **securing your device and network**. We hold no copy of your data and **cannot recover a lost workspace passphrase or key**; where we can identify your purchase we can re-send a licence key we issued, but there is no activation server and nothing else of yours is recoverable from us. Nothing here affects your rights under Section 13 or any liability of ours that cannot be excluded (Section 12.4).

Personal data inside your User Data — who is responsible for what. The Software exists to explore files that may contain personal data about other people. As between you and us, **your role under data-protection law — controller or processor — follows from the facts, not from this Agreement**. In every case, you are responsible for complying with data-protection law in respect of that data — including having a lawful basis, informing the people concerned, and honouring their rights.

Because the Application runs on your device and **has no feature that sends User Data to us**, we do not process it on your behalf: **no data-processing agreement with Totsum is required for User Data for as long as the Application neither transmits it to Totsum nor gives Totsum access to it on your behalf.** We will re-examine that conclusion if the architecture or the support we provide changes. Section 3 of the Privacy Policy describes what the Software writes where.

This allocation concerns User Data only. The limited personal data we **do** process — in connection with your **purchase** (Section 14), the issue of your **licence key** (which carries the e-mail address it was issued to, Section 5), and any **support** you request — is described in our **Privacy Policy**, and for that processing **we are the controller**.

9. Updates and upgrades

9.1 Discretionary updates. Beyond the updates we commit to in Section 9.3, Totsum may, but is not obliged to, provide further bug-fix, maintenance, and improvement updates for the **current major version**, meaning the most recent major version commercially available at the relevant time. Such updates are provided under **the Agreement you already hold**; installing one does not place you under a later version of it (Section 16.1).

9.2 Major upgrades. New **major versions** are separate products that may require a new purchase or paid upgrade. **As a general rule, your licence does not entitle you to major upgrades free of charge.**

Where the offer you bought under said otherwise, that offer governs. Some licences are sold carrying an entitlement to a specified later major version at no further charge — a launch or "founder" offer is the usual example. Where that was part of what you bought, **it is part of your licence**: it is recorded in the licence key itself.

9.3 Support period. Totsum will provide, free of charge, the **security updates** and the updates necessary to keep the Software **in conformity** for a major version for **five years from the date that major version was first made available** (its "**Support Period**"). Three things are distinct: **(i)** commercial support and optional improvements (Sections 9.1 and 9.4), which are discretionary; **(ii)** the **security updates** we owe during the period the law on the cybersecurity of digital products requires; and **(iii)** the updates needed to keep the Software **in conformity** during the period a buyer can legally or reasonably expect. **An update we owe under (ii) or (iii) is never conditional on your buying a new major version** — or on your accepting new terms (Section 16.1).

The Support Period belongs to the version, not to your purchase, and its end date is published, so you can see before buying how long the version is supported for. Every identical copy of a major version shares the same start date; a **substantial modification** that amounts to placing a new product on the market starts a **new** Support Period for what it produces. Two commitments follow:

- **We tell you the end date at the point of purchase** — at least the month and year — and it is published with the version, together with what the version was made for, the systems it supports and its essential components. **That date concerns updates, not your right to use the Software**, which is perpetual (Section 10.1). **We will also tell you when it has ended**, where we hold an email address for you, and in any event by publishing the fact at the address below.
- **We stop selling a version before its Support Period ends**, so a licence bought on the last day still carries a meaningful remainder. We will not sell a version with less than **one year** left.

What it covers, and against what. It covers **security updates** and the updates needed to keep the Software **in conformity with what it was when that major version was made available** — the operating systems, hardware, and third-party environments it was published as supporting, stated in that version's documentation. It is **not** an undertaking to adapt the Software to operating systems, hardware, or components **released later**; Section 9.1 is how we often do that, but it is discretionary.

Your licence itself is **unaffected**: it remains perpetual for the major version you bought (Section 10.1), and the Software does not stop working when the Support Period ends. What ends is our **contractual** Support Period. **Five years is what we commit to, not a ceiling on what you may expect**: where mandatory law, the perpetual nature of the licence, or what we have publicly announced about a version justifies a longer period, the longer period applies, and for consumers Section 13 governs. Where several major versions are within their Support Period, **each receives the security updates it needs**; we may deliver such a fix as a new minor release of your major version rather than as a patch to the exact build you run, provided that

release is free and requires no adaptation on your part. It does not oblige us to provide new features, performance improvements, or major upgrades that are not necessary to maintain conformity or security, and it does not extend the separate statutory guarantee of conformity.

Because the Software performs no online update check (Section 8), we publish **each update, and any security advisory, at `totsum.app/security` — the authoritative place to look — or at a successor address, if we have to move it and have announced the move at that address and by email to the addresses we hold**. Where we hold an email address for your licence — a purchase, a beta key, or a trial key — we also **email you** about updates addressing a security issue or a lack of conformity; such a message is part of supplying the Software, not marketing, and is sent whether or not you have consented to any other communication.

Advisories are also published at the address above for **every Licence Tier, including the Trial** — check that page periodically, and before relying on the Software for sensitive work.

A time-limited licence issued at no charge (Section 3.4) carries no Support Period, except where mandatory law requires otherwise. Updates during its period are at our discretion. If you go on to buy, the Support Period that applies is the one published for the major version you buy — it runs from that version's release and is not extended by your having evaluated the Software beforehand.

If you do not install an update we have told you about. Where we have made available an update needed to keep the Software in conformity or secure, and informed you that it is available and what happens if it is not installed, **and you do not install it within a reasonable time, we are not liable for a lack of conformity resulting solely from that update not having been installed** — unless the failure to install was caused by shortcomings in our installation instructions.

Reporting a security problem. Report vulnerabilities to **security@totsum.app**. How to report, what to expect, and how we publish are set out in our coordinated vulnerability disclosure policy at `totsum.app/security`, which is also where advisories appear.

9.4 Support. Unless your order or a separate written agreement expressly says otherwise, a licence does not include individual support, guaranteed response or resolution times, or any service level agreement. Totsum may provide documentation, self-service resources, or assistance at its discretion. This does not limit any conformity remedy or other support mandatory consumer law requires.

9.5 If we stop. The Support Period is a commitment of Totsum SRL. If the company ceases to exist, it cannot go on performing it, and whatever remains of a claim is then governed by the law applicable to the company's liquidation.

If we cease trading, or discontinue the Software altogether, then so far as we are lawfully and practically able at that time, we intend to: publish a **final build that runs without a licence key**, so copies you already hold keep working; publish a **closing notice** at the address in Section 9.3, identifying the last version; and give **as much notice as the circumstances allow**.

These statements record our **present intention**, not a guarantee that those steps will remain legally or practically possible. Insolvency proceedings, loss of signing credentials, or third-party licence terms may limit what may lawfully be published, and we do not warrant that any build will remain installable on operating systems released after that date.

A paid licence does not depend on our continued existence. It is perpetual for the major version you bought (Section 10.1), and the Software validates it **on your device** — there is no activation server (Section 8). A **time-limited** licence still ends on its Expiry Date (Section 3.4). What you would lose is future updates and advisories — not the use of what you bought.

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10. Term and termination

10.1 Term. A paid licence is **perpetual for the major version you purchased**, unless terminated in accordance with this Section or lawfully transferred under Section 2. The Trial lasts until withdrawn or until you purchase a paid licence.

A **time-limited licence** (Section 3.4) lasts until its **Expiry Date** and then ends automatically, without notice, without any act by either party, and — as it was issued at no charge — without refund. Ending in this way is not a termination for breach and Section 10.2 does not apply to it.

If your purchase is unwound. Where the price you paid is refunded — because you withdrew, because the contract was terminated for lack of conformity, or under the Reseller's refund policy — the licence it paid for **ends when the refund is issued**. You must then stop using the Software and must not pass the licence key or a copy to anyone else; the key ceases to be valid and we may decline to honour or re-issue it. The same applies where your payment is finally reversed. This does not limit any statutory right, and ending in this way is not a termination for breach (Section 10.2).

10.2 Termination for breach. Totsum may terminate this Agreement and your licence by written notice if you materially breach it and, where the breach is capable of remedy, you fail to remedy it within 30 days after receiving written notice describing the breach.

10.3 Effect of termination. Following valid termination, you must stop using the Software and remove all copies in your possession or control. Sections that by their nature should survive termination, including Sections 1, 4, 5, 6, 7, 10.4, 11, 12, 15, 16, 17, and 18, remain in effect — Section 5 in particular, so that an amount already payable for use made before termination remains payable after it. Except where mandatory law or the applicable refund terms provide otherwise, termination by Totsum because of your breach does not entitle you to a refund. Nothing here limits a consumer's statutory right to terminate the contract or obtain another remedy under Section 13.

10.4 Your data when a licence ends. Whatever happens to your licence — it reaches its Expiry Date, we terminate it for breach, or we cease trading (Section 9.5) — **your access to your own data never depends on us and never depends on a valid licence.**

We design workspace formats so your data can be recovered using **documented, generally available tools**, without a licence and without our cooperation: a workspace file is an ordinary **ZIP archive** holding your tables as **Parquet** files and the workspace description as **JSON**, and the exact layout each release uses is described in its documentation. Exports you have made are ordinary files. **We hold no copy of any of it, no key to any of it, and no means of withholding it from you.**

If you choose to protect a workspace. A version may offer to protect a workspace with a passphrase or key **that you choose and hold**, using a documented, generally available method. Both commitments above still hold: the file can be opened **without a licence and without us** — but then only by someone who has that passphrase or key. **The Software does not send it to us; we cannot recover it and cannot open the file for you: if you lose it, you lose access to that workspace** — unless the loss of access is caused by a defect of the Software or by shortcomings in our instructions, which remain our responsibility (Sections 11 and 12). We will not offer protection that depends on a key **we** hold, because that would make your access to your own data depend on us.

11. Software commitments and Outputs

11.1 Business Licensees. For the purposes of Sections 11 and 12, a "**Business Licensee**" is a Licensee that acquires or uses the Software in the course of a trade, business, craft or profession. For a Business Licensee, Totsum warrants that, when supplied, the Software will materially perform the functions expressly described for the licensed major version in the documentation and at the point of purchase, subject to the stated system requirements and permitted uses.

Except for that express commitment, the commitments expressly set out elsewhere in this Agreement, and any obligation that cannot lawfully be excluded or limited, Totsum does not promise that the Software will be uninterrupted or error-free, that every defect will be corrected, or that it will produce any particular professional, commercial or other result. No implied commitment arises solely from a roadmap, preview, demonstration or statement of present intention concerning a future feature, release date or level of performance.

11.2 Consumers. If you are a consumer, the Software must conform to this Agreement and to the mandatory law applicable to you. In particular, where Belgian or European Union consumer law applies, the Software must correspond to its description and agreed characteristics, have the functionality, compatibility, accessibility, continuity and security that you may reasonably expect in light of its nature and of relevant public statements, and be supplied with the updates, including security updates, required by law.

If the Software does not conform, you are entitled, under the conditions laid down by the applicable law, to have it brought into conformity free of charge and without significant inconvenience and, where the legal conditions are met, to a proportionate price reduction or termination of the contract. Nothing in this Section or Section 12 excludes, shortens or makes those rights conditional on a general disclaimer. This paragraph applies whenever the relevant mandatory consumer regime applies, including to a no-charge or pre-release licence where that regime covers the transaction.

11.3 Intended purpose, AI interaction and Outputs. Totsum Data Explorer is intended for preliminary data exploration and triage. It carries out automated queries and calculations and allows you to obtain preliminary overviews, including generated text, statistics, queries, charts, tables and related materials ("Outputs"), so that you can identify what may merit further examination. It is not a substitute for a validated professional analysis, for tools used to conduct that analysis, or for legal, financial, medical or other professional advice.

The assistant uses an AI model that runs locally on your device. AI-assisted Outputs may be inaccurate, incomplete or misleading, including because the assistant may misunderstand a question or the structure or meaning of the data. Where an Output is used as input for a material decision or for subsequent professional work, Totsum recommends that it be assessed in that downstream process by a person with the appropriate knowledge and tools.

That recommendation does not impose a contractual duty on an ordinary user to verify every Output, does not make verification a condition of any statutory or contractual remedy, and does not transfer to you any responsibility that applicable law places on Totsum. The Software's inspection features may assist a downstream review but do not turn an Output into a validated analysis or professional advice.

11.4 Pre-release Software and future statements — Business Licensees only. A pre-release version may be incomplete or unstable and is supplied for evaluation under the Tier and time limit stated in the licence key. For a Business Licensee, roadmaps, plans, previews, demonstrations and informal statements about future features, timing or performance are statements of present intention and do not form part of this Agreement unless they are expressly included in the order or documentation for the licensed version.

This paragraph does not qualify a statement about what the version currently supplied is described as doing.

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12. Liability

12.1 Consumers. If you are a consumer, Totsum is liable in accordance with the mandatory law applicable to you. Sections 12.2, 12.3 and 12.5 to 12.7 do not apply to you. Nothing in this Agreement excludes or limits liability, remedies or rights that cannot lawfully be excluded or limited, including the mandatory conformity rights described in Sections 11.2 and 13.

12.2 Excluded losses — Business Licensees only. If you are a Business Licensee, and subject to Section 12.4, Totsum is not liable for loss of profit, revenue, anticipated savings, goodwill or business opportunity, business interruption, or any indirect or consequential loss, but only to the extent that the relevant loss is not the direct and reasonably foreseeable consequence of Totsum's breach. No category of loss is excluded where doing so would deprive an essential obligation of its substance.

Reasonable and necessary costs of restoring data that was directly corrupted or lost because of a proven defect in the Software are not excluded solely because they concern data. Any such direct restoration costs remain subject to the cap in Section 12.3. Totsum is not liable to the extent that the loss results from the absence of a backup that it was reasonable for the Business Licensee to maintain, from a security failure in the Licensee's device or environment, or from use outside the Software's stated intended purpose, but only to the extent that the relevant circumstance is proven to have caused or increased the loss.

12.3 Liability cap — Business Licensees only. Subject to Section 12.4, Totsum's total aggregate liability to a Business Licensee for all events occurring during each successive twelve-month period beginning on the date on which that Licensee acquired the relevant licence, and arising out of or in connection with the Software, that licence or this Agreement, shall not exceed the greater of: **(a)** three times the amount actually paid for the licence giving rise to the claim; and **(b)** EUR 2,500. The EUR 2,500 floor also applies where the relevant licence was supplied at no charge.

A series of events arising from the same underlying cause is treated as one event occurring when the first of those events occurred. The cap applies across all legal bases of claim, without creating separate caps for contract, tort, statute or any other basis.

12.4 Liability that is not limited. Nothing in this Agreement excludes or limits liability to the extent that it cannot lawfully be excluded or limited. In particular, the exclusions and cap in Sections 12.2 and 12.3 do not apply to: **(a)** intentional fault or fraud; **(b)** gross fault by Totsum or a person for whom Totsum is responsible; **(c)** death, personal injury or harm to physical or psychological integrity; **(d)** a failure to perform an essential obligation to the extent that applying the exclusion or cap would deprive this Agreement of its substance; **(e)** liability under mandatory product-liability law; or **(f)** mandatory consumer rights.

12.5 Reasonable safeguards — Business Licensees only. A Business Licensee is expected to maintain safeguards that are reasonable for the sensitivity and importance of its data and intended use, including appropriate device security and backups. If a failure to take such a safeguard is proven to have caused or increased the loss, Totsum's liability is reduced only to the extent of that causal contribution. This Section does not impose on an ordinary user a duty to conduct a professional analysis of Outputs and does not operate as an automatic transfer of liability.

12.6 Directors and other auxiliaries — Business Licensees only. Where applicable law permits a Business Licensee to bring a non-contractual claim against a Totsum director, officer, employee, contractor,

subcontractor or other auxiliary involved in the performance of this Agreement (an "**Auxiliary**"), that Auxiliary may invoke the defences arising from this Agreement and from the Auxiliary's legal relationship with Totsum, but only to the extent provided by Article 6.3 of the Belgian Civil Code or by other applicable law.

This Section does not require a Business Licensee to bring a claim against Totsum alone; does not create an immunity, waiver or limitation of recourse; does not transfer or cause Totsum to assume an Auxiliary's personal liability; and does not give an Auxiliary broader protection than applicable law allows.

In particular, this Section does not protect an Auxiliary against liability for that Auxiliary's own intentional fault or fraud, or for conduct causing death, personal injury or harm to physical or psychological integrity, and it does not reduce the Business Licensee's rights against Totsum.

12.7 Indemnity — Business Licensees only. A Business Licensee shall indemnify Totsum against a third-party claim, and against a final award, settlement approved by the Licensee and reasonable defence costs, only to the extent that the claim is directly caused by: **(a)** the Licensee's intentional or negligent breach of this Agreement or of applicable law; **(b)** User Data that the Licensee had no right or lawful basis to use with the Software; or **(c)** the Licensee's infringement of a third party's intellectual-property rights through materials supplied by the Licensee or through a use of the Software that this Agreement clearly prohibits.

Totsum shall notify the Licensee without undue delay, provide reasonable information and cooperation, and allow the Licensee to control the defence with counsel reasonably acceptable to Totsum. Totsum shall not settle a claim covered by this indemnity without the Licensee's consent, not to be unreasonably withheld.

The indemnity does not cover, and shall be reduced by, any part of the claim caused by Totsum, any of its directors, officers, employees, contractors, subcontractors or other auxiliaries, a defect in the Software, or material supplied or selected by Totsum.

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13. Your statutory rights as a consumer

If you are a **consumer** (a natural person acting outside your trade, business, or profession), you have mandatory legal rights under the law applicable to you that this Agreement does not affect. These rights vary by country.

13.1 EU and Belgian consumers. If EU consumer law applies to you, your mandatory rights include the legal guarantee of conformity for digital content and services under national law implementing Directive 2019/770 and, subject to its conditions and exceptions, a 14-day right of withdrawal for distance purchases.

The guarantee of conformity. The Software must conform to this Agreement and to the law applicable to you — its description and agreed characteristics, the functionality, compatibility, accessibility, continuity and security you may reasonably expect, and the updates the law requires (Section 11.2). If it does not, you are entitled, under the conditions the law lays down, to have it **brought into conformity** free of charge and without significant inconvenience, and, where the legal conditions are met, to a **proportionate reduction of the price** or to **terminate the contract**. Those remedies exist by law; nothing in this Agreement makes them conditional or replaces them with a disclaimer.

Right of withdrawal and immediate access. The Software is digital content supplied without a tangible medium. For a consumer to whom EU law applies, the 14-day right ceases only once **supply has actually begun**, and then only where **all three** of the following happened **before** it began:

1. you gave **prior express consent** for supply to begin during the 14-day period;

2. you **acknowledged that you would thereby lose** the right of withdrawal; and
3. you received **confirmation of the concluded contract on a durable medium, including confirmation of that consent and that acknowledgment**.

Beginning to download or use the Software is therefore not, on its own, enough.

The checkout and buyer terms of our Reseller, **Paddle** (Section 14), describe its own process. **Whether the withdrawal right has ceased is determined by the applicable law, and by the checkout and confirmation actually provided for your purchase — not by how either of us describes it.** If they did not meet the three requirements above, **your 14-day right is unaffected**. Withdrawal and refund requests are handled by the Reseller (Section 14).

13.2 Consumers in other countries. You may have different or additional mandatory warranty, cancellation, refund, or other rights under the law applicable to you.

Where to send what. A **withdrawal** notice is given to the seller, which is the Reseller; sending it there avoids any question about timing. A **conformity** claim concerns the Software we supply and may be addressed to us. Either of us will route to the other anything sent to the wrong place, and we will not take a delay in our own routing as a point against you. **Your rights against whichever of us the law makes responsible are preserved in full**: the allocation between Totsum and the Reseller in Section 14 organises who does what between the two of us, it does not bind you and does not reduce what you may claim from the seller legally answerable to you. All mandatory consumer rights take precedence over Sections 11 and 12 to the extent the applicable law so requires.

Complaints. Write to us first (Section 19); most things are put right that way. Where a dispute is not resolved, the out-of-court bodies competent for consumer disputes in Belgium are identified in the terms of our website, in the complaints path — we do not repeat their details here so that they stay accurate in one place.

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14. Purchases, billing, and refunds

Licences are sold through our authorised **Reseller / merchant of record, Paddle**. **Your seller is the Paddle entity identified to you before you place your order and named in your order confirmation** — that identification governs, not a list in this Agreement. At the revision date of this Agreement, Paddle's buyer terms provide for **Paddle.com Inc.** for buyers in the United States, **Paddle.com (Canada) Ltd.** for buyers in Canada, and **Paddle.com Market Limited** (incorporated in England and Wales under company number 08172165, registered office 30 Old Bailey, London EC4M 7AU, United Kingdom) for other buyers; if Paddle changes that allocation, what the checkout and your confirmation say prevails. Paddle is the seller of record and is responsible for **billing, the price actually charged, collection and remittance of VAT and other taxes, invoicing, and refunds**. Your purchase is also subject to Paddle's buyer terms.

The two documents use different words for the same things. Paddle's buyer terms call us the "**Supplier**" and call this Agreement the "**Supplier Agreement**" — the supplier's terms governing your use of the product. **This Agreement is that Supplier Agreement, and Totsum is that Supplier.** Paddle's buyer terms provide that by completing a transaction you agree both to those terms and to the Supplier Agreement, so this Agreement is part of what you accept at checkout — in addition to the acceptance you give on our website before payment (see the Preamble).

Paddle acts as an **authorised reseller**: you purchase the licence from Paddle, and the Software is made available to you by Totsum as supplier under this Agreement. Between the two of us, Paddle handles

billing, invoicing, taxes, payment, and the processing of refunds, cancellations, and withdrawal requests, while Totsum grants the licence and **does the technical work of bringing the Software into conformity**.

That division describes who does what between us; it does not decide who is answerable to you. Whichever of us the law applicable to you makes responsible for a remedy **remains responsible for it**, and you may pursue that party directly. If that law makes Paddle answerable as your seller, nothing here requires you to come to Totsum instead; if it makes Totsum answerable as supplier, nothing in Paddle's terms requires the reverse. Paddle's buyer terms govern the sale transaction and this Agreement governs your use of the Software; the two apply alongside each other. Nothing in this allocation reduces your mandatory rights as a consumer against either party (Section 13).

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15. Lawful use, export, and sanctions

You must use the Software in compliance with the laws applicable to you, including export-control and sanctions laws. You represent that your acquisition and use of the Software do not breach **the export-control or sanctions regimes that apply to Totsum, to the Reseller, or to you in the context of the supply and use of the Software** — no broader representation is asked of you. You must not use the Software for any unlawful purpose or in breach of any third party's rights.

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16. Changes to this Agreement

16.1 Which version applies to you. We may update this Agreement for **future versions of the Software**. Which version binds you depends on **what you acquired**, not on what you install:

- **Updates within the major version you licensed** — point releases, minor releases, security updates, and updates needed to keep the Software in conformity — remain governed by **the Agreement under which you acquired that major version**. Installing such an update does not place you under a later Agreement.
- Within a major version we will therefore only revise this Agreement in the limited ways Section 16.2 permits, and **we will not make a security or conformity update conditional on your accepting terms that go beyond them**.
- **A later major version is a separate product** (Section 9.2). If you acquire one, the Agreement published with it governs that acquisition, and only it.

The Agreement applicable to your installed version is available in the Software's *About* dialog.

16.2 Limited changes to a licence you already hold. We will not unilaterally alter the terms of a licence you have already acquired, except where the change:

1. is required to comply with applicable law or a binding decision of a court or competent authority;
2. updates factual or informational particulars only — such as our registered office, enterprise number, contact details, or references to documents distributed with the Software — without altering any right or obligation of either party; or
3. is solely to your benefit, such as granting additional rights or removing a restriction.

Any such change is limited to what the reason for it requires. Where a change under this Section is more than minor, we will inform you in a clear and comprehensible manner, on a durable medium, before it takes effect.

A change of Reseller is not such a particular. If we appoint a different reseller or merchant of record, that applies only to purchases made after the change. The Reseller through whom you bought your licence, the terms of that sale, and who your counterparty was are unaffected.

16.3 No reduction of your rights. No change under this Section reduces the rights you hold under a licence you have already acquired, and no change reduces, waives, or circumvents your mandatory rights as a consumer. Any other change takes effect only for **future major versions** and for licences acquired after the change is published, or requires your agreement.

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17. Governing law and jurisdiction

17.1 Non-consumer Licensees. If you acquire or use the Software in the course of a trade, business, craft, or profession, this Agreement is governed by the **laws of Belgium**, excluding its conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods. The courts of the **judicial district of Brussels** have exclusive jurisdiction, except where applicable law requires otherwise.

17.2 Consumers. If you are a consumer, this Agreement is governed by Belgian law, but this choice does not deprive you of the protection of the mandatory consumer-law provisions of your country of habitual residence. Jurisdiction is determined by the mandatory rules applicable to you.

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18. Miscellaneous

- **Which document governs what.** This Agreement governs your use of the Software and is the entire agreement between you and Totsum on that subject. Other documents sit **alongside** it without modifying it: **third-party component licences** govern the components they cover and prevail for those components (Section 7.1); **the Reseller's terms** govern the sale transaction as a **separate contract between you and the Reseller** (Section 14); **the refund policy and the terms of use of our website** are separate documents that do not change this Agreement unless expressly incorporated at the time of your transaction; and **the Privacy Policy** is the information data-protection law requires us to give you, **not incorporated into this Agreement as contractual terms**, and nothing in it is intended to create a contractual obligation beyond what this Agreement or mandatory law already provides.
- **Prior understandings.** This Agreement supersedes prior understandings on its subject matter. It does **not** exclude anything mandatory law makes part of the contract or of the Software's conformity — including, for consumers, public statements about the Software's characteristics.
- **Severability.** If any provision is held unlawful or unenforceable, it is severed only to the extent required by law, and the remainder stays in effect where it can do so independently. An unfair term in a consumer contract is not binding on the consumer and will not be replaced or interpreted so as to preserve an effect applicable law does not permit.
- **No waiver.** A failure to enforce a provision is not a waiver of it.
- **Assignment.** You may not assign this Agreement without our prior written consent, except where Section 2 or mandatory law permits the transfer or resale of your licence, or where Section 2 permits internal reassignment. We may assign this Agreement **to an affiliate, or** in connection with a merger, acquisition, reorganisation, or sale of assets — but only where **the transferee assumes our obligations under it**, including the Support Period for versions already licensed, and only where doing so does not reduce a consumer's mandatory rights. We will tell you if it happens.

- **Subcontracting.** We may have any of our obligations performed by contractors, subcontractors, or an affiliate. **We remain responsible to you for that performance** as if we had carried it out ourselves; Section 12.6 applies to the people concerned.
- **Notices.** *Individual notices* — anything affecting your licence, including a notice to remedy a breach or a termination under Section 10.2 — are given by email to the address we hold for you and take effect **when received**; **there is no deemed receipt**. If delivery of such a notice fails or is not verifiable, we send it again to the last address you gave us and, where what is at stake justifies it, by registered post to the address we hold. *Security updates, their consequences, and the end of a Support Period* are sent **individually to the address we hold for you** (Section 9.3); *publication* at the address in Section 9.3 is for general advisories and is the only channel for a licence for which we hold no address. You give us notice by email to the address in Section 19 or in writing to our registered office. **Tell us directly if your address changes** — updating it with the Reseller does not update our records.
- **Events beyond our control.** We are not in breach to the extent an event **makes performance impossible**, is **not attributable to us**, and **could not reasonably be foreseen** — for example the withdrawal of a third-party component, platform, or certificate on which the Software depends where no equivalent can be obtained on reasonable terms, or a serious and unforeseeable event affecting our ability to operate. A difficulty that merely makes performance harder or more expensive is not such an event. Where such an event affects the **Support Period**, we will tell you — individually where we hold an address for you, and at the address in Section 9.3 — and take **reasonable and proportionate steps to mitigate its effect**: a workaround, a configuration change, guidance, or substituting an equivalent component where one is available on reasonable terms. We will resume normal performance as soon as we reasonably can. **This is not a right to stop performing indefinitely**: if the event is permanent, or lasts so long that we cannot resume, that is the situation Section 9.5 addresses, and we will say so rather than leave the commitment open. This paragraph does not suspend or reduce a consumer's mandatory rights, nor the security obligations that apply to us (Sections 7.3 and 9.3).
- **No agency.** Nothing here creates a partnership, agency, or employment relationship.

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19. Contact

Totsum SRL — **Avenue Kersbeek 308, 1180 Uccle, Belgium** — enterprise number **1041.093.971** (RPM Bruxelles, Tribunal de l'entreprise francophone de Bruxelles) — VAT **BE 1041.093.971** Contact, and the address for notices under Section 18: `hello@totsum.app` · Website: `totsum.app` Data-protection requests: `privacy@totsum.app` · Security reports: `security@totsum.app` (Section 9.3)

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