

PanGuard AI

Refund & Termination — Migrator Pro Engagements

This policy applies to PanGuard AI Migrator Pro engagements purchased through an Order Form or under a Migrator Pro Statement of Work (“**SOW**”). It is incorporated by reference into the PanGuard Master Services Agreement at <https://panguard.ai/legal/msa>.

Template — v2.0. Migrator Pro is an annual, sales-led B2B engagement (USD \$500,000–\$2,000,000 per year). It is **not** a consumer purchase and is not subject to a consumer-style no-questions refund window. Refund and termination are governed by the MSA and the applicable SOW. Review by counsel is recommended before relying on this template.

1. Annual B2B engagement — no consumer refund window

Migrator Pro is contracted for an annual Term via an Order Form or SOW. Because it is a negotiated B2B engagement, it does not carry the 7-day / one-time consumer refund mechanism that applied to the retired fixed-fee Pilot. Fees, refunds, and termination follow the MSA and the SOW below.

2. Termination

Either Party may terminate a Migrator Pro engagement for material breach not cured within thirty (30) days of written notice, per **MSA Section 3.3**.

On termination:

- Fees due for the period served through the termination date are payable per the Order Form (annual or quarterly invoicing).
- Pre-paid fees for periods not yet served are handled per the Order Form; where the Order Form is silent, unearned pre-paid fees for a wholly un-served quarter are credited or refunded at PanGuard’s election.
- No penalty refund applies where termination is for Customer convenience mid-Term; the remaining committed Term fee is treated per the Order Form.

3. Service credits

If PanGuard fails to deliver a contracted Section 2 deliverable due to PanGuard fault (excluding Customer-caused delays per SOW Section 7), Customer may elect a service credit under the remedy terms of the applicable SOW instead of pursuing breach remedies.

Service credits are defined per SOW, do not carry monetary value, and cannot be redeemed for cash.

4. Invoiced payments and disputes

Migrator Pro is invoiced (annual or quarterly Net-30) per the Order Form; there is no self-serve card checkout for Migrator Pro.

- Billing questions and good-faith fee disputes should be raised with billing@panguard.ai before withholding payment.
 - Formal disputes are resolved per **MSA Section 12.2** (AAA Commercial Arbitration, Wilmington, Delaware).
 - Late payment beyond 45 days may trigger suspension per **MSA Section 2.2**.
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5. Data export on exit

On termination or non-renewal, all delivered artifacts (converted rule sets, evidence packs, benchmark reports, etc.) remain the Customer's. PanGuard offers a **30-day data export window** after exit.

6. Sovereign / Government engagements

Sovereign engagements (per MSA Section 1.2 / SOW Sovereign scope) are governed by the country-specific procurement framework agreed in writing with the relevant ministry or sovereign-AI office. This policy does **not** apply; refund and termination terms for sovereign engagements are negotiated per-engagement.

7. Updates to this policy

PanGuard may update this policy with thirty (30) days' notice for new Order Forms and SOWs. Existing in-force engagements are governed by the policy in effect on the Effective Date of their SOW. The current version is published at <https://panguard.ai/legal/refund>; PanGuard maintains a versioned archive of prior versions.

Contact

- **Billing questions:** billing@panguard.ai
- **Legal questions:** legal@panguard.ai

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v2.0 — Migrator Pro