LEGAL · PUBLISHED TERMS

Master Services Agreement

Version 2.1 · Effective September 30, 2026 · PDF · DOCX · All versions

> This is a versioned, permanent page: the text of MSA v2.1 will not change. Each Slingr Work Order identifies the MSA version that governs it, and that version governs for the life of the Work Order (§17.4). The current version is always at slingr.io/msa.

These are the standard terms on which Idea2, Ltd. dba Slingr, a Colorado limited liability company with its principal place of business at 12955 Biscayne Blvd. Suite 200 PMB 228, Miami FL 33181 (“Provider,” “Slingr,” or “Idea2”), provides custom software development, integration, and managed services.

This Agreement is not separately executed. It takes effect between Provider and a client (“Client”) when Client executes a Work Order that incorporates it by reference. Each executed Work Order, together with this Agreement and the policies and schedules incorporated under Section 17.3, forms a separate contract between the Parties as of the Effective Date stated in that Work Order. Provider and Client may each be referred to as a “Party” and collectively as the “Parties.”

The version of this Agreement identified in a Work Order governs that Work Order for its duration. Prior versions remain available at slingr.io/msa/archive.

SECTION 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth in this Section 1, unless otherwise defined elsewhere in this Agreement.

1.1 “Acceptance” has the meaning set forth in Section 3.2 and Section 3.3.

1.2 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than fifty percent (50%) of the voting securities or equivalent ownership interest.

1.3 “AI Output” means any content, data, analysis, summary, classification, recommendation, or other output generated in whole or in part by artificial intelligence models or algorithms as part of the Solution or Services.

1.4 “Business Day” means any day other than a Saturday, Sunday, or federal holiday observed in the United States.

1.5 “Change Order” means a written amendment to a Work Order, signed by both Parties, that modifies the scope, schedule, Fees, or other terms of that Work Order.

1.6 “Client Data” means all data, content, materials, and information provided by or on behalf of Client including Personal Data and Confidential Information of Client.

1.7 “Client Materials” means all specifications, documentation, designs, data, content, and other materials provided by Client to Provider for use in performing the Services.

1.8 “Confidential Information” has the meaning set forth in Section 9.

1.9 “Acceptance Criteria” means the objective, written conditions that a Deliverable must satisfy to be eligible for Acceptance, as set forth in the applicable Work Order.

1.10 “Deliverables” means the specific work product, such as reports, software code, designs, or data, that Provider is expressly required to provide to Client, which are identified as “deliverables” under a Work Order.

1.11 “Development Pod” means a cross-functional team consisting of engineering, quality assurance, and architecture resources allocated by Provider to perform Services for Client.

1.12 “Documentation” means user guides, technical specifications, API documentation, and other written materials describing the functionality, operation, and use of the Solution or Services.

1.13 “Enterprise Modules” means Provider’s proprietary enterprise software modules made available to Client under the terms specified in an applicable Work Order.

1.14 “Fees” means all amounts payable by Client to Provider under this Agreement and any Work Order, including service fees, metered usage charges, and pass-through costs.

1.15 “Force Majeure Event” means any event beyond a Party’s reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, government action, pandemic, epidemic, labor disputes, power outages, or failures of third-party telecommunications or

hosting providers.

1.16 “Hosting Infrastructure” means the cloud computing, storage, networking, and related infrastructure services used to host and operate the Solution, including Google Cloud Platform and any successor or alternative hosting platforms selected by Provider or Client.

1.17 “Intellectual Property Rights” means all patents, designs, copyrights, trademarks, trade secrets, and other intellectual property rights, whether registered or unregistered, and all applications and rights to apply for any of the foregoing.

1.18 “Managed Services” means Provider’s ongoing services for the operation, maintenance, and support of the Solution, or any component of it that is in production service, as further described in Schedule 1 and the applicable Work Order.

1.19 “Managed Sprint” means a fixed period of time (typically spanning two weeks) during which a Development Pod executes prioritized tasks from Client’s backlog.

1.20 “Open Exit” means Client’s right to terminate Services and receive a final export of the Solution, together with documentation of its open-source dependencies as identified in the SBOM, to manage independently, subject to the requirements of Section 11.

1.21 “Personal Data” means any information relating to an identified or identifiable natural person, as defined by applicable data protection laws.

1.22 “Pre-Existing Materials” means all software, tools, methodologies, know-how, and other materials owned or licensed by Provider prior to the Effective Date of the applicable Work Order or developed independently of Services under this Agreement.

1.23 “Service Level Agreement (SLA)” means the service-level commitments set forth in Schedule 1 of this Agreement (§§S1.9 through S1.14), together with any additional or modified service-level commitments set forth in the applicable Work Order.

1.24 “Services” means all professional services, development work, support, maintenance, and other services to be provided by Provider under this Agreement and any Work Order.

1.25 “Software Bill of Materials” or “SBOM” means a machine-readable inventory of open-source components incorporated into or used by the Solution, including component names, version numbers, and applicable license types.

1.26 “Solution” means the custom application(s), agents, integrations, and business logic developed by Provider specifically for Client under one or more Work Orders, including, where applicable, Enterprise Modules. A Solution is identified in the Work Order under which it is first established and continues across each subsequent Work Order that identifies it, regardless of whether any earlier Work Order has expired or been terminated.

1.27 “Term” means, with respect to a Work Order, the period beginning on the Effective Date of that Work Order and continuing until it expires or is terminated in accordance with Section 10.

1.28 “Third-Party Components” means software libraries, frameworks, APIs, and other components developed by third parties and incorporated into or used by the Solution, typically licensed under open-source licenses such as MIT, BSD, MPL, Apache 2.0, or comparable licenses.

1.29 “Third-Party Services” means external services used in connection with the Solution, including but not limited to artificial intelligence platforms (e.g., OpenAI, Google Gemini), payment processors, and data providers, but excluding Hosting Infrastructure.

1.30 “Work Order” means a written document executed by both Parties which is identified as a Work Order, Statement of Work, or Solution Engagement and which references this Agreement and describes specific Services, Deliverables, timelines, and Fees.

1.31 “Client Amendment” means a written amendment to this Agreement, executed by both Parties, that applies to every Work Order between the Parties that identifies it.

1.32 “Generalized Learnings” means methodologies, conventions, design patterns, quality and verification criteria, process templates, tooling configurations, and similar know-how that Provider develops, refines, or records in the course of performing Services, in any form or medium, to the extent they are general in nature and applicable to Provider’s services for clients other than Client. Generalized Learnings exclude, and Provider shall ensure they do not contain: (a) Client Data or Personal Data; (b) any information that identifies Client, its Affiliates, personnel, customers, or suppliers; (c) Client’s schemas, data models, business rules, workflows, custom business logic, or technical specifications, except as abstracted to a level at which they no longer describe Client’s particular business or systems; (d) any embedding, index, fine-tuned model, or other artifact derived from Client Data; and (e) any trade secret of Client. Whether a given item is a Generalized Learning is determined by its content, not by where or when it was created.

SECTION 2: SCOPE OF SERVICES

2.1 Engagement Models. Provider provides Services on a fixed-scope basis, on a capacity-based basis, as ongoing Managed Services, or in any combination, as elected in each applicable Work Order. Where the Work Order elects Managed Services, Provider's responsibilities include the development, maintenance, and operational support of the Solution as further described in the applicable Work Order and Schedule 1. Client acknowledges that: (a) the Solution depends on Third-Party Components that are independently developed and licensed and may change over time; (b) Client will own the custom code comprising the Solution (as set forth in Section 5); and (c) independent operation of the Solution outside Provider's managed environment requires Client to assume sole responsibility for the Solution's ongoing maintenance and the matters described in Section 11.

2.2 General Services. Subject to the terms of this Agreement, Provider agrees to provide the following categories of Services to the extent specified in applicable Work Orders:

(a) Solution Development: Design, development, and deployment of custom applications, agents, and integrations;

(b) Managed Services: Ongoing operational support, maintenance, and updates for the Solution, as described in Schedule 1, where the managed model is elected in a Work Order;

(c) Enterprise Module Licensing: Access to and support for Enterprise Modules under the terms specified in the applicable Work Order;

(d) Hosting and Infrastructure: Managed cloud hosting for the Solution, as described in Schedule 1, where elected in a Work Order; and

(e) Support and Maintenance: Technical support and incident response as described in Schedule 1, where elected in a Work Order.

2.3 Work Orders. Each Work Order shall specify, at a minimum: (a) a description of the Services to be performed; (b) any Deliverables; (c) the applicable Fees; (d) the timeline or duration; (e) the engagement model elected (fixed-scope, capacity-based, managed, or a combination); (f) any specific Acceptance Criteria for the Deliverables; (g) any capacity-based engagement terms, including without limitation Development Pod allocation, Managed Sprint planning procedures, and velocity commitments; and (h) any special terms applicable to that engagement. No Services shall be provided except as set forth in an executed Work Order.

2.4 Change Orders. Either Party may request changes to an active Work Order by submitting a written Change Order request. No change shall be binding unless documented in a Change Order signed by both Parties. Provider will use commercially reasonable efforts to provide Client with an estimate of the impact on schedule and Fees within five (5) Business Days of receiving a Change Order request.

Notwithstanding the foregoing, changes to task priorities, requirements clarifications, and scope adjustments within an active Managed Sprint may be authorized by email between each Party's designated project manager or product owner, provided that: (a) the change does not increase the total Fees for the applicable Work Order; (b) the authorizing email specifically describes the change and references this Section 2.4; and (c) Provider confirms acceptance of the change by reply email. Email-authorized changes under this paragraph shall be documented in the next Managed Sprint review summary and shall have the same binding effect as a signed Change Order. Changes that would increase Fees, extend the term of a Work Order, or materially alter the scope of the overall engagement require a signed Change Order.

The Parties acknowledge and agree that Provider may record (in audio, video, and/or electronically summarized text format) and transcribe Managed Sprint planning and review sessions for documentation purposes, subject to applicable law and advance notice to all participants. Such recordings shall be treated as Confidential Information of both Parties.

SECTION 3: SERVICE DELIVERY

3.1 Acceptance Criteria. Each Work Order shall include Acceptance Criteria specifying the objective, written conditions that a Deliverable must satisfy to be eligible for Acceptance. If a Work Order does not specify Acceptance Criteria, the following minimum criteria shall apply: (a) the Deliverable substantially conforms to the functional requirements set forth in the Work Order; (b) the Deliverable has been deployed to the staging environment designated in the Work Order in a stable, demonstrable state; and (c) Provider has delivered the source code or other written form of the Deliverable to Client (or to Client's designated repository) together with any documentation specified in the Work Order.

3.2 Acceptance Process. Upon Provider's notification that a Deliverable satisfies the Acceptance Criteria, Client shall have five (5) Business Days (the "Acceptance Period") to review the Deliverable and either: (a) provide written Acceptance; or (b) provide written notice of specific functional defects that prevent the Deliverable from meeting the requirements.

Cosmetic issues, enhancement requests, and scope changes do not constitute grounds for rejection. The applicable Work Order may specify a longer Acceptance Period for some or all Deliverables.

3.3 Deemed Acceptance. If Client does not report any defect or provide written notice of specific functional defects within the Acceptance Period, the Deliverable shall be deemed accepted. If Client does report a defect, Provider shall have a commercially reasonable period (targeted at ten (10) Business Days) to cure any properly reported defects, after which the Acceptance Process will restart.

3.4 Client Responsibilities. Client shall: (a) designate a project manager or product owner with authority to make decisions regarding requirements, priorities, and Acceptance; (b) provide timely access to Client Materials, systems, and personnel reasonably required by Provider; (c) respond to Provider inquiries and requests for clarification within two (2) Business Days; (d) participate in Managed Sprint planning and review sessions; and (e) ensure that Client Materials are accurate, complete, and do not infringe third-party rights.

SECTION 4: PERSONNEL

4.1 Qualified Personnel. Provider shall assign personnel with appropriate qualifications, skills, and experience to perform the Services. Provider may substitute personnel at any time, provided that replacement personnel possess comparable qualifications.

4.2 Non-Solicitation of Personnel. During the term of any Work Order, and for twelve (12) months following the expiration or termination of the last Work Order between the Parties, neither Party shall, directly or indirectly, solicit for employment or engagement any employee or contractor of the other Party who was involved in providing or receiving Services under this Agreement, without the prior written consent of the other Party. This Section 4.2 shall not restrict either Party from: (a) placing general advertisements or postings not specifically targeted at the other Party's employees or contractors; (b) engaging recruitment firms not specifically directed to solicit the other Party's employees or contractors; or (c) hiring any individual who responds to such general solicitation without additional inducement.

4.3 Solicitation Fee. If Client hires or engages any Provider employee or contractor in violation of Section 4.2, Client shall pay Provider a placement fee of $100,000 (one hundred thousand United States Dollars). This fee represents the Parties' reasonable estimate of Provider's damages and is not a penalty.

4.4 Independent Contractor; Labor Law Compliance. Provider is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship between the Parties. Provider personnel are not employees of Client and are not entitled to any of Client's employee benefits. Provider represents and warrants that it complies with all applicable labor, employment, and immigration laws in each jurisdiction where Provider's personnel are located.

SECTION 5: INTELLECTUAL PROPERTY

5.1 Client Ownership of the Solution. Subject to Section 5.2 and full payment of all Fees, Client shall own all right, title, and interest in the copyrights in and to any custom application code or agents developed by Provider specifically for Client under any Work Order in connection with the Solution (the "Client IP"). For clarity, Client IP shall not include any Provider Retained Rights. Until Provider has received payment of all Fees attributable to a given Deliverable, Provider retains all right, title, and interest in such Deliverable, and any license or access granted to Client to use such Deliverable during the engagement is subject to suspension or revocation in the event of non-payment as set forth in Section 7.5.

To the extent that the Solution generates AI Output using Client Data in the performance of the Services, such AI Output shall be treated as Client IP and owned by Client, subject to Section 5.2. Provider acknowledges that it acquires no rights in AI Output generated from Client Data in the performance of the Services. Notwithstanding the foregoing, Provider makes no representation regarding the patentability, copyrightability, or other intellectual property protection available for AI Output under applicable law, and Client assumes all risk associated with its use and reliance on AI Output.

5.2 Provider Retained Rights. Notwithstanding Section 5.1, Provider retains all right, title, and interest in and to the following (the "Provider Retained Rights"):

(a) The Enterprise Modules;

(b) All Pre-Existing Materials;

(c) Any patents, trade secrets, know-how, general knowledge, skills, techniques, concepts, or methodologies developed or utilized by Provider in performing the Services;

(d) Any modifications or improvements to the foregoing, whether or not created in the performance of the Services, but expressly excluding any Confidential Information of Client (other than Generalized Learnings); and

(e) All Generalized Learnings, in any form or medium, whether or not created in the performance of the Services.

For clarity, Client's ownership of Client IP under Section 5.1 is not diminished by Section 5.2(e): a Generalized Learning is not itself a Deliverable or part of the Solution, and Provider's retention of a Generalized Learning does not grant Provider any right in the Client IP from which it may have been abstracted.

5.3 Open-Source License Compliance. All open-source components incorporated into or used in connection with the Solution are licensed to their users under their respective open-source licenses, as identified in the Software Bill of Materials described in Section 5.4. Client's rights, remedies, and obligations in any such open-source component are governed solely by the applicable open-source license and not by this Agreement. Nothing in this Agreement transfers, assigns, grants, or modifies any rights in or to any open-source component, including those owned by Provider, beyond what the applicable open-source license itself provides.

5.4 Software Bill of Materials and Supply Chain Transparency. Provider maintains: (a) a curated inventory of the principal open-source frameworks and components Provider uses in its Solutions, including component names, versions, and applicable license types, available at https://slingr.io/sbom (the "Standard Inventory"); and (b) a per-engagement Software Bill of Materials (SBOM) reflecting the specific open-source dependencies of the Solution developed under the applicable Work Order. The per-engagement SBOM is made available to Client upon Client's written request and as part of the transition deliverables described in Section 11. Client agrees to comply with the terms of all applicable open-source licenses identified in the Standard Inventory and in the per-engagement SBOM.

5.5 Client Materials License. Client grants Provider a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and display Client Materials solely to the extent necessary to perform the Services.

5.6 Feedback. If Client provides suggestions, ideas, or feedback regarding the Solution, Services, or Provider Retained Rights ("Feedback"), Provider may freely use such Feedback without restriction or compensation to Client.

5.7 Continuity of Retained Components. If any Enterprise Module or Pre-Existing Material is incorporated into the Solution such that its removal would materially impair the Solution's functionality, Provider grants Client a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, reproduce, and modify that component, and to permit a third party to maintain it on Client's behalf, in each case solely as part of the Solution. This license survives the expiration or termination of any Work Order, notwithstanding Section 10.4(a). Provider will identify any such component, and its license terms, in the applicable Work Order before it is incorporated, and will not incorporate an Enterprise Module into the Solution without Client's prior written consent through a Change Order.

SECTION 6: OPEN-SOURCE SOFTWARE

6.1 Use of Open-Source. Client acknowledges that the Services and Deliverables may utilize, contain, or be derived from certain open-source software components, including without limitation those licensed under the Apache License, Version 2.0, the MIT License, BSD licenses, the Mozilla Public License, and other comparable open-source licenses (collectively, "Open-Source Materials").

6.2 Ownership and Licensing. Notwithstanding anything to the contrary in this Agreement, ownership of Open-Source Materials remains with the respective third-party authors. Client's rights to use, modify, and distribute such Open-Source Materials are governed solely by the applicable open-source license and not by the assignment of copyrights in this Agreement.

6.3 Compliance. Provider shall use commercially reasonable efforts to ensure that, at the time of delivery, the use of Open-Source Materials within the Deliverables does not require Client to disclose its proprietary source code to third parties, and that all required attribution notices and license copies are included within the Deliverables as required by the applicable open-source license terms. Provider's obligations under this Section 6.3 do not extend to modifications, combinations, or further distribution made by Client or third parties after delivery.

6.4 Disclaimer. To the extent permitted by law, all Open-Source Materials are provided "as is" without any warranty of any kind, including the implied warranties of merchantability or fitness for a particular purpose.

SECTION 7: FEES AND PAYMENT

7.1 Fees. Client shall pay Provider the Fees set forth in each applicable Work Order when due under the Work Order. If no due date is set forth in an applicable Work Order, the Fees are payable upon signing of the Work Order.

7.2 Third-Party Services and Hosting Costs. Client shall reimburse Provider for Provider's costs for Third-Party Services and Hosting Infrastructure used in connection with the Solution. These costs fall into two general categories: (i) fixed-fee or subscription SaaS tools — for example, email and marketing platforms such as Mailchimp, and similar CRM, analytics, or productivity subscriptions; and (ii) usage- or consumption-metered platforms and infrastructure — for example, AI platforms such as Anthropic's Claude, OpenAI, or Google Gemini; cloud hosting and compute such as Google Cloud Platform (GCP); and metered data providers.

(a) Client-Procured Accounts (available on request). Where Client requests to contract and pay for a service directly under an account maintained in Client's own name, the vendor invoices Client directly and Provider applies no markup to those costs.

(b) Pass-Through Procurement (standard). Under Provider's standard model, Provider contracts for Third-Party Services and Hosting Infrastructure under its own accounts and passes those costs through to Client; such costs are invoiced at Provider's cost plus a procurement and administration fee of twenty percent (20%), unless otherwise specified in the applicable Work Order. This fee covers procurement, vendor management, billing administration, and payment handling.

Any additional effort required for Provider to perform Services within accounts or environments provisioned and controlled by Client is compensated through the service Fees as set out in Schedule 1 §S1.3, and not through a markup on the costs reimbursed under this Section.

7.3 Invoicing. Provider shall use reasonable efforts to invoice Client monthly in arrears for all recurring Fees and within fifteen (15) days of completion of milestone-based Services. Each invoice shall include reasonable detail of Services rendered and metered usage.

7.4 Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date. Payments shall be made in United States Dollars by wire transfer or ACH to the account specified in the invoice, unless other payment methods are agreed in writing.

7.5 Late Payments and Suspension of Services. Amounts not paid when due shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Provider may suspend Services upon fifteen (15) days' written notice if any undisputed amount remains unpaid for more than thirty (30) days past due.

In addition to Provider's right to suspend Services, if any undisputed invoice remains unpaid for more than sixty (60) days past due, Provider may, upon ten (10) Business Days' prior written notice to Client, suspend Client's access to non-production environments (development and staging) and to Provider-managed code repositories until all outstanding amounts (including accrued interest) are paid in full. Provider will not suspend Client's access to production environments or to Client Data, and will not withhold export of Client Data, while a good-faith dispute under Section 7.8 is pending. During any period of suspension, Provider will provide Client with a copy of Client Data upon written request, in a standard form maintained by Provider.

In addition to the foregoing, Provider may withhold delivery of any Deliverables, source code, documentation, or other work product not yet delivered to Client until all amounts are paid in full. Title and ownership of any Deliverables transfer to Client only upon Provider's receipt of payment for the Services giving rise to such Deliverables, consistent with Section 5.1. Client's license to use any Deliverables previously delivered but for which payment of Fees has not been received may be suspended upon written notice until all such Fees are paid.

7.6 Taxes. All Fees are exclusive of taxes. Client is responsible for all sales, use, value-added, and similar taxes arising from this Agreement, excluding taxes based on Provider's net income.

7.7 Fee Adjustments. Provider may adjust its recurring service Fees — excluding pass-through costs and metered usage charges under Section 7.2, which are billed at Provider's actual cost plus the applicable procurement and administration fee and vary with underlying vendor pricing and usage — no more than once per twelve (12) month period, by an amount not to exceed the greater of (i) the change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U) over the prior twelve months or (ii) five percent (5%). Adjustments larger than the foregoing require Client's prior written consent. Provider shall give Client at least sixty (60) days' prior written notice of any Fee adjustment.

7.8 Disputed Invoices. If Client disputes any portion of an invoice in good faith, Client shall pay the undisputed portion when due and provide written notice specifying the disputed amount and the basis for the dispute within thirty (30) days of the invoice date. The Parties shall work in good faith to resolve the dispute promptly.

SECTION 8: RESIDUALS AND NON-EXCLUSIVITY

8.1 Residuals and Generalized Learnings. Nothing in this Agreement shall prevent Provider from using information retained in the unaided memory of Provider's personnel who have had access to Client's Confidential Information, including general ideas, concepts, know-how, or techniques ("Residuals"), for any purpose, including development and deployment of products or services for other clients. This right does not grant Provider a license to any of Client's patents or trademarks, nor the right to disclose or use Client's specific trade secrets or proprietary data in tangible (written or digital) form.

Nothing in this Agreement shall prevent Provider from creating, retaining, and using Generalized Learnings in tangible (written or digital) form, including within Provider's development tooling, process documentation, and AI-assisted development systems, for any purpose, including development and deployment of products or services for other clients. The limitation of Residuals to unaided memory does not apply to Generalized Learnings. Provider remains responsible for ensuring that any item it treats as a Generalized Learning satisfies the exclusions in Section 1.32.

8.2 Non-Exclusivity and Freedom to Operate. Client acknowledges that Provider is in the business of providing technology development, integration, and consulting services to multiple clients, including clients that may operate in the same or similar industries as Client. Nothing in this Agreement shall prevent or restrict Provider from providing services to any other person or entity, even if such services involve work that is similar to the Services performed for Client. Client agrees that it shall not assert any claim against Provider based solely on the similarity between work performed for Client and work performed for another client, provided that Provider complies with its confidentiality obligations under Section 9 and the limitations on Residuals set forth in Section 8.1.

SECTION 9: CONFIDENTIALITY

9.1 Definition. "Confidential Information" means any and all non-public, proprietary, or sensitive information disclosed by one Party ("Discloser") to the other Party ("Recipient"), whether orally, in writing, or by inspection of tangible objects, that is designated as "confidential" or "proprietary," or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: trade secrets, inventions, methodology, processes, know-how, Documentation, technical specifications, schemas, orchestration logic, code,

algorithms, custom business logic, system architecture, APIs, database encryption keys, security protocols and reports, pricing and financial information, client lists, strategic roadmaps, Client Data, personnel information, and third-party vendor information.

9.2 Obligations. Each Party agrees to: (a) maintain the confidentiality of the other Party's Confidential Information using at least the same degree of care it uses to protect its own Confidential Information, but no less than reasonable care; (b) not disclose Confidential Information to any third party except as expressly permitted herein; and (c) use Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement.

9.3 Permitted Disclosures. A Party may disclose Confidential Information: (a) to its employees, contractors, advisors, and Affiliates who have a need to know and are bound by confidentiality obligations at least as protective as those herein; (b) as required by applicable law, regulation, or court order, provided the disclosing Party gives the other Party prompt notice (to the extent legally permitted) and reasonable assistance to seek a protective order; or (c) with the prior written consent of the disclosing Party.

9.4 Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was rightfully in the receiving Party's possession before disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

9.5 Return of Confidential Information. Upon the expiration or termination of the last Work Order between the Parties, each Party shall, at the disclosing Party's option, return or destroy all Confidential Information of the disclosing Party together with all copies, summaries, and abstracts thereof, and shall certify in writing that it has done so. The receiving Party shall not be required to return or destroy: (a) Confidential Information stored on routine electronic backup media made in the ordinary course of business, provided that such retained Confidential Information shall not be individually accessed for productive use following return or destruction; or (b) copies required to be retained pursuant to applicable law or bona fide document retention policy; provided that in each case, retained Confidential Information remains subject to the obligations of this Section 9 for so long as it is retained.

9.6 Survival. The obligations under this Section 9 shall survive the expiration or termination of the last Work Order between the Parties for a period of five (5) years, except for trade secrets, which shall be protected for as long as they remain trade secrets under applicable law.

9.7 Generalized Learnings. Provider's creation, retention, and use of Generalized Learnings in accordance with Sections 1.32, 5.2(e), and 8.1 does not breach this Section 9, and Generalized Learnings are not "summaries" or "abstracts" of Client's Confidential Information for purposes of Section 9.5. This Section 9.7 does not permit Provider to retain or use any item excluded from Generalized Learnings under Section 1.32(a) through (e), all of which remain Confidential Information of Client subject to this Section 9.

SECTION 10: TERM AND TERMINATION

10.1 Term. This Agreement governs each Work Order that incorporates it, in the version identified in that Work Order, from the Effective Date of that Work Order until that Work Order expires or is terminated, and thereafter as to the provisions that survive under Section 10.5. The term, renewal, and termination of each Work Order are governed by that Work Order. The expiration or termination of one Work Order does not affect any other.

10.2 Termination for Convenience. Either Party may terminate a Work Order for convenience on the prior written notice period stated in that Work Order (or, if none is stated, thirty (30) days). Upon termination of a Work Order, Client remains obligated to pay for all Services rendered through the effective date of termination, plus any early termination fees specified in that Work Order.

10.3 Termination for Cause. Either Party may terminate any or all affected Work Orders immediately upon written notice if: (a) the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach; or (b) the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings.

10.4 Effect of Termination. Upon termination or expiration of a Work Order, and subject to Section 1.26 where another Work Order identifying the same Solution remains in effect: (a) all rights and licenses granted to Client hereunder shall terminate, except for Client's ownership of Client IP which has been assigned pursuant to Section 5.1, the license granted under Section 5.7, and the open-source licenses governing the open-source components incorporated into the Solution, which survive in accordance with their respective terms; (b) Client shall pay all amounts due for Services rendered through the termination date; (c) Provider shall provide transition assistance as described in Section 11, subject to payment of applicable Fees; and (d) each Party shall comply with its obligations regarding Confidential Information under Section 9.

10.5 Survival. The following provisions shall survive termination or expiration of a Work Order: Section 1 (Definitions), Section 5 (Intellectual Property), Section 6 (Open-Source Software), Section 7 (Fees and Payment) for amounts accrued, Section 8 (Residuals and Non-Exclusivity), Section 9 (Confidentiality), Section 11 (Open Exit), Section 13 (Representations and Warranties), Section 14 (Indemnification), Section 15 (Limitation of Liability), Section 16 (Dispute Resolution), and Section 18 (General Provisions).

SECTION 11: OPEN EXIT AND TRANSITION

11.1 Open Exit Right. Client has the right to transition to independent management of the Solution (the "Open Exit") at any time, as set forth in this Section 11. Provider commits to supporting this transition in good faith and will not unreasonably impede Client's ability to operate the Solution independently. Provider shall not condition delivery of Client IP or Client Data on completion of any audit, certification, or fee other than payment for Services already rendered. The Open Exit applies to the Solution as a whole, including all components developed under any Work Order that identifies that Solution, whether or not that Work Order remains in effect. Where multiple Solutions exist between the Parties, the Open Exit is exercised per Solution: Client may take delivery of any one or more Solutions, and exercising the Open Exit for one Solution does not affect any other Solution or any Work Order relating to another Solution.

11.2 Optional Technical Readiness Audit. Provider will offer Client an optional Technical Readiness Audit ("TRA") to help Client evaluate its preparedness to operate the Solution independently. The TRA reviews Client's infrastructure, deployment pipelines, engineering staffing, and security capabilities. The TRA is offered as a courtesy advisory service; completion of the TRA is not a condition to Provider's obligation to deliver Client IP, Client Data, documentation, or any other transition deliverable under Section 11.3. Provider's recommendations from the TRA are advisory; Client may proceed with the Open Exit whether or not Client accepts those recommendations. The TRA, if requested by Client, is included at no additional charge in the standard transition assistance described in Section 11.3.

11.3 Transition Services. During the notice period applicable to the terminated Work Order, or such shorter period as Client may elect (and in any event not less than thirty (30) days), Provider will provide the following transition assistance: (a) export of all Client IP and Client Data in standard, machine-readable formats, including a complete copy of the source code repository for the Client IP (e.g., a Git bundle or mirror clone) with its full commit history, branches, and tags. To the extent such repository or history contains Provider Retained Rights, including Provider's development tooling, agent instructions and skills, process templates, and

Generalized Learnings, those materials remain Provider Retained Rights under Section 5.2 and are delivered subject to the license granted therein, not assigned. Session records, specifications, plans, and other Documentation created specifically for Client in the course of the Services are Client IP and are included in the export; (b) documentation of system architecture, deployment procedures, and operational runbooks; (c) knowledge transfer sessions for Client's technical team (up to twenty (20) hours); and (d) a Software Bill of Materials for all dependencies. The foregoing transition assistance is included at no additional charge.

11.4 Transition Consulting. Advisory or implementation services beyond the standard transition assistance described in Section 11.3 are available at two hundred fifty United States Dollars ($250) per hour, billed in twenty (20) hour prepaid blocks. Examples include hands-on infrastructure setup, custom CI/CD pipeline configuration for Client's environment, or extended on-site engineering support.

11.5 Post-Exit Limitations. Following the Open Exit, Client assumes sole responsibility for all aspects of the Solution's operation, including but not limited to: security patching, dependency updates, performance optimization, and compliance. Provider shall have no further obligations regarding the Solution except as expressly agreed in a separate written agreement.

SECTION 12: DATA PROTECTION AND SECURITY

12.1 Data Processing Agreement. To the extent Provider processes Personal Data on behalf of Client, the terms of the Data Processing Agreement available at https://slingr.io/dpa shall apply. The Data Processing Agreement is incorporated into this Agreement by reference.

12.2 Security Measures. Provider shall implement and maintain appropriate technical and organizational security measures designed to protect Client Data against unauthorized access, use, disclosure, alteration, or destruction. Upon Client's reasonable request, Provider shall provide evidence of its security practices, including certifications and audit reports.

12.3 Data Breach Notification. Provider shall notify Client without undue delay (and in no event more than seventy-two (72) hours) after becoming aware of any confirmed unauthorized access to, or acquisition, disclosure, or loss of Client Data (a "Data Breach"). Such notification shall include, to the extent known, a description of the nature of the Data Breach, the categories and approximate number of affected records, and the measures taken or proposed to address the breach.

12.4 Client Data Ownership. Client retains all right, title, and interest in and to Client Data. Provider acquires no rights to Client Data except the limited rights necessary to perform the Services.

12.5 Client Data, Service Data, and AI Use. (a) Client Data. Provider uses commercially reasonable efforts to operate each engagement in dedicated, logically separated environments and does not aggregate, combine, or commingle Client Data with client data from other clients. Client Data is and remains the data of Client, and Provider will not use Client Data for the benefit of any party other than Client. Provider's retention and use of Generalized Learnings across engagements does not constitute aggregation, combination, or commingling of Client Data, because Generalized Learnings by definition contain no Client Data.

(b) Service Data. As between the Parties, Provider owns all data relating to the provision, operation, performance, security, or use of the Services that is not Client Data, including infrastructure and usage metrics, monitoring and diagnostic data, and operational data aggregated across Provider's customer base ("Service Data"). Provider may use Service Data to operate, secure, and improve its services.

(c) Artificial Intelligence. Provider uses artificial intelligence (AI) tools, including third-party models, in performing the Services. Provider will not transmit Client Data to any third-party AI provider for model training. Provider will use only AI providers whose then-current terms prohibit the use of submitted data to train, fine-tune, or improve their models. Where an AI provider's terms would permit the use of Client Data for training, Provider will not transmit Client Data to that provider without Client's prior written consent. Provider will use commercially reasonable efforts to configure each AI provider's service to disable data retention and training. If Provider becomes aware that a provider's terms have changed so that they no longer prohibit such use, Provider will cease transmitting Client Data to that provider unless and until Client consents in writing. Client acknowledges that Provider's use of AI tools in the ordinary course may inform Provider's internal AI tools' general capabilities, methodologies, and know-how over time, including through the creation and retention of Generalized Learnings in tangible form under Sections 5.2(e) and 8.1; for clarity, this does not involve the use of Client Data, or any derivative, embedding, index, or fine-tuned artifact thereof, and does not constitute aggregation of Client Data under Section 12.5(a). Provider will not include Client Data in, or derive from Client Data, any dataset used to train, fine-tune, evaluate, or benchmark Provider's internal AI tools, except that Provider may use Generalized Learnings for those purposes.

12.6 Data Return and Deletion. Upon the expiration or termination of the last Work Order identifying a Solution, or upon Client's written request, Provider shall export and deliver to Client all Client Data for that Solution in a standard, machine-readable format. Following Client's confirmation of receipt, Provider shall delete that Client Data from its systems within thirty (30) days, except as required by law or retained in automated backups that are deleted in the ordinary course. The expiration or termination of one Work Order does not trigger export or deletion where another Work Order identifying the same Solution remains in effect.

SECTION 13: REPRESENTATIONS AND WARRANTIES

13.1 Mutual Warranties. Each Party represents and warrants that: (a) it is duly organized and validly existing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into each Work Order and to perform its obligations under that Work Order and this Agreement; (c) each Work Order it executes constitutes a legal, valid, and binding obligation; and (d) its execution and performance of this Agreement does not conflict with any other agreement to which it is a party.

13.2 Provider Warranties. Provider represents and warrants that: (a) Services will be performed in a professional and workmanlike manner consistent with industry standards; (b) Deliverables will conform in all material respects to their then-current Documentation for a period of ninety (90) days following Acceptance; (c) Provider personnel assigned to perform Services will have the necessary skills and qualifications; (d) the Solution as delivered will not, to the Provider's knowledge, infringe the Intellectual Property Rights of any third party; and (e) Provider will comply with all applicable federal, state, and local laws and regulations in the performance of the Services.

The warranties set forth in this Section 13.2 do not apply to the extent that any non-conformance or defect arises from: (i) Client Materials or specifications provided by Client; (ii) modifications to the Solution or Deliverables made by Client or any third party not authorized by Provider; (iii) Client's use of the Solution in a manner not contemplated by the Documentation or in violation of this Agreement; (iv) defects that Provider is unable to reproduce in a reasonably equivalent environment after commercially reasonable efforts; or (v) Third-Party Components, Third-Party Services, or Hosting Infrastructure not developed by Provider, in each case to the extent the relevant claim is attributable to such third-party elements.

13.3 Sole Remedy for Warranty Breach. Client's sole and exclusive remedy, and Provider's entire liability, for any breach of the warranties set forth in Section 13.2(a) or (b) shall be, at Provider's option: (a) re-performance of the applicable Services or repair of the non-conforming Deliverable at no additional charge to Client; (b) replacement of the non-conforming Deliverable with a conforming alternative; or (c) if neither repair nor replacement is commercially practicable, termination of the applicable Work Order and a refund of a pro rata portion of the Fees paid by Client for the non-conforming Services or Deliverable. Provider shall commence remedial efforts within ten (10) Business Days of receiving written notice of the non-conformity.

13.4 Client Warranties. Client represents and warrants that: (a) Client has all necessary rights in and to Client Materials to grant the license set forth in Section 5.5; (b) Client's use of the Solution will comply with all applicable laws and the Acceptable Use Policy available at https://slingr.io/aup; and (c) Client will provide the resources, information, and timely decisions reasonably required for Provider to perform the Services.

13.5 Disclaimer of Warranties. Except as expressly set forth in this Section 13, Provider makes no warranties, express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Provider does not warrant that the Solution will be error-free, uninterrupted, or meet Client's requirements. Provider expressly disclaims all warranties regarding Third-Party Services, Hosting Infrastructure, and Third-Party Components.

SECTION 14: INDEMNIFICATION

14.1 Provider Indemnification. Provider shall defend, indemnify, and hold harmless Client and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising from: (a) any claim that the Solution or any Provider Retained Rights (excluding Third-Party Components) infringe or misappropriate a third party's Intellectual Property Rights in the United States or Canada; or (b) Provider's gross negligence or willful misconduct in performing the Services.

14.2 Client Indemnification. Client shall defend, indemnify, and hold harmless Provider and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) any claim that Client Materials or Client Data infringe or misappropriate a third party's Intellectual Property

Rights; (b) Client's use of the Solution in violation of this Agreement, the Documentation, or applicable law, including unauthorized modifications to the Solution or any Provider Retained Rights made by Client or by a third party at Client's direction; (c) Client's configuration or modification of Provider's systems beyond the configurations contemplated by the Documentation or the applicable Work Order; or (d) Client's gross negligence or willful misconduct.

14.3 Infringement Remedies. If the Solution or any Provider Retained Rights become, or in Provider's reasonable opinion are likely to become, the subject of an infringement claim, Provider may at its option: (a) procure the right for Client to continue using the affected component; (b) modify the affected component to make it non-infringing while maintaining reasonably equivalent functionality; (c) replace the affected component with a non-infringing alternative; or (d) if none of the foregoing options are commercially reasonable, terminate the affected Work Order and refund prepaid fees for the remaining term of such Work Order.

14.4 Indemnification Procedures. The indemnified Party shall: (a) provide prompt written notice of any claim; (b) grant the indemnifying Party sole control of the defense and settlement; and (c) provide reasonable cooperation. The indemnified Party may participate in the defense at its own expense. The indemnifying Party shall not settle any claim in a manner that imposes obligations on the indemnified Party without prior written consent.

14.5 Exclusions. Provider's indemnification obligations under Section 14.1(a) do not apply to claims to the extent arising from: (a) modifications to the Solution made by Client or third parties not authorized by Provider; (b) combination of the Solution with materials not provided by Provider; (c) Client's failure to use updates or patches provided by Provider; or (d) Client Materials or Client specifications.

SECTION 15: LIMITATION OF LIABILITY

15.1 Exclusion of Consequential Damages. Except for a Party's indemnification obligations, breach of confidentiality, or willful misconduct, neither Party shall be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, or business interruption, however caused and regardless of the theory of liability, even if advised of the possibility of such damages.

15.2 Cap on Liability. Except for a Party's indemnification obligations, breach of confidentiality, or willful misconduct, each Party's total aggregate liability arising out of or related to a Work Order shall not exceed the total Fees paid by Client to Provider under

that Work Order during the twelve (12) month period immediately preceding the event giving rise to such liability. Each Work Order is subject to a separate cap.

SECTION 16: DISPUTE RESOLUTION

16.1 Escalation. Before initiating formal dispute resolution procedures, the Parties shall attempt to resolve any dispute through good-faith negotiations. Either Party may escalate a dispute by providing written notice to the other Party, whereupon senior executives of each Party shall meet (in person or by video conference) within ten (10) Business Days to attempt resolution.

16.2 Arbitration. If the Parties are unable to resolve a dispute through executive negotiation within ninety (90) days, either Party may submit the dispute to binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures. The arbitration shall be conducted by a single arbitrator in Miami-Dade County, Florida. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction. Either Party may propose non-binding mediation at any stage prior to the arbitrator's final award.

16.3 Injunctive Relief. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Intellectual Property Rights and Confidential Information or to prevent the threatened breach of the Agreement without first exhausting the dispute resolution procedures set forth in this Section.

16.4 Continued Performance. Unless the applicable Work Order is terminated, the Parties shall continue to perform their respective obligations during any dispute resolution proceeding.

SECTION 17: STRUCTURE OF AGREEMENT

17.1 Formation; Master Terms and Work Orders. This Agreement sets out the general terms and conditions on which Provider provides Services. It is not separately executed and creates no obligations until Client executes a Work Order that incorporates it by reference. Upon execution of a Work Order, this Agreement, in the version identified in that Work Order, is incorporated into and forms part of that Work Order. Each Work Order is a separate contract. Execution of one Work Order does not obligate either Party to enter into any other. Where the

Parties have executed a Client Amendment, that Client Amendment amends this Agreement as to every Work Order that identifies it, and prevails over this Agreement to the extent of any conflict.

17.2 Order of Precedence. In the event of any conflict or inconsistency between this Agreement and a Work Order, the terms of this Agreement shall control unless the Work Order expressly states that it is modifying a specific provision of this Agreement and is signed by authorized representatives of both Parties with the authority to modify this Agreement. Where the Parties have executed a Client Amendment, the order of precedence is: (a) the Work Order, as to any provision it expressly modifies; (b) the Client Amendment; and (c) this Agreement. **Notwithstanding the foregoing: (i) the term, renewal, cancellation, and notice provisions set forth in a Work Order govern that Work Order and prevail over any conflicting provision of Section 10, without the need for the express-modification statement described in the preceding sentence; and (ii) the service-level, availability, backup, and recovery provisions set forth in a Work Order — including any express modification of the exclusions in §S1.13(c) — govern that Work Order and prevail over any conflicting provision of Schedule 1, provided the Work Order identifies the Schedule 1 provision being modified.**

17.3 Incorporated Policies and Schedules. The following policies and schedules are incorporated into and form part of this Agreement.

(a) Schedule 1: Hosting, Maintenance, Support, and Service Levels (attached hereto)

(b) Data Processing Agreement: https://slingr.io/dpa

(c) Acceptable Use Policy: https://slingr.io/aup

(d) Any Client Amendment executed by the Parties and identified in the applicable Work Order.

17.4 Versions and Changes. Provider publishes this Agreement, and the policies incorporated under Section 17.3, at slingr.io. Each Work Order identifies the version of this Agreement that governs it. Provider may revise the published version at any time, but no revision applies to a Work Order already executed; each Work Order continues to be governed by the version it identifies for so long as that Work Order remains in effect, including any renewal term. Provider will maintain prior versions at a stable, publicly accessible location and will provide Client a copy of any version on request. Provider shall give Client at least thirty (30) days' prior written notice before a material change to any policy incorporated under Section 17.3 takes effect as to

Client; if Client objects to such a change, Client may terminate the affected Work Order on thirty (30) days' notice without penalty and with the transition assistance described in Section 11.

SECTION 18: GENERAL PROVISIONS

18.1 Governing Law. This Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 Assignment. Neither Party may assign a Work Order, this Agreement as incorporated into it, or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees in writing to be bound by the terms hereof. Any purported assignment in violation of this Section is void.

18.3 Notices. All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), overnight courier, or certified mail to the addresses specified in the applicable Work Order or, where an executed Client Amendment states notice addresses, to the addresses stated in that Client Amendment, which govern notices under this Agreement notwithstanding any different operational contact stated in a Work Order. Notices are effective upon confirmed receipt. Either Party may change its notice address by providing written notice to the other Party.

18.4 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations (other than payment obligations) due to a Force Majeure Event. The affected Party shall provide prompt notice and use commercially reasonable efforts to mitigate the impact. If a Force Majeure Event continues for more than thirty (30) days, either Party may terminate the affected Work Order without liability.

18.5 Entire Agreement. This Agreement, in the version identified in a Work Order, together with that Work Order and the policies and schedules incorporated by reference in Section 17.3, constitutes the entire agreement between the Parties concerning that Work Order and supersedes all prior agreements, understandings, and communications, whether oral or written. No modification is binding unless in writing and signed by both Parties.

18.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

18.7 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. No waiver is effective unless in writing and signed by the waiving Party.

18.8 Publicity. Neither Party shall issue any press release or public statement regarding this Agreement without the prior written consent of the other Party. Provider may include Client's name and logo in Provider's customer list unless Client opts out in writing within thirty (30) days of the Effective Date of the first Work Order. Case studies, press releases, and other marketing materials that quote, feature, or describe Client's engagement beyond name and logo require Client's prior written consent which may be granted or withheld in Client's sole discretion. Client may revoke a previously granted consent on thirty (30) days' prior written notice.

18.9 Counterparts. Each Work Order and Change Order may be executed in counterparts, each of which is deemed an original, and all of which together constitute one agreement. Electronic signatures shall have the same legal effect as original signatures.

18.10 Construction. The headings in this Agreement are for convenience only and do not affect interpretation. The word "including" means "including without limitation." References to Sections refer to Sections of this Agreement unless otherwise specified.

SCHEDULE 1: HOSTING, MAINTENANCE, SUPPORT, AND SERVICE LEVELS

This Schedule 1 is incorporated into and forms part of the Master Services Agreement between Provider and Client (the "Agreement"). Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

S1.1 Hosting Options. The Solution is hosted on Provider-managed infrastructure under Provider's standard model; deployment on Client-managed infrastructure is available on request, subject to the terms of this Schedule.

S1.2 Provider-Managed Infrastructure. If Client selects Provider-managed hosting (currently offered on Google Cloud Platform), Provider will manage all infrastructure, including provisioning, monitoring, scaling, backups, and security. Hosting Fees are as specified in the applicable Work Order.

S1.3 Client-Managed Infrastructure and Client-Provisioned Accounts. Provider-managed hosting (§S1.2) is the default and recommended deployment. Client may instead elect to have Provider operate the Solution on, or perform Services within, infrastructure, environments, or accounts that Client provisions and controls — including Client-managed hosting and Client-owned cloud, AI, SaaS, or data-provider accounts. Because operating in environments Provider does not control involves additional operational overhead (for example, remote or delegated access, credential and permission management, custom deployment procedures, non-standard monitoring integration, and extended coordination and troubleshooting), Services delivered in this manner are priced to reflect that overhead through an Environment & Access Surcharge.

The amount of the Environment & Access Surcharge is stated in the applicable Work Order for the affected Services. A single Environment & Access Surcharge applies to an engagement regardless of how many Client-provisioned environments or accounts are involved; the Surcharge is not cumulative and is not duplicated as between Client-managed infrastructure and Client-provisioned accounts. The Surcharge compensates Provider for operational effort only and is separate from, and additional to, the reimbursement of Third-Party Service and Hosting Infrastructure costs under §7.2.

Client is solely responsible for the security, availability, and performance of any Client-managed infrastructure and Client-provisioned accounts. For clarity, this Section governs Provider's continued operation of the Solution within Client-controlled environments and does not limit Client's Open Exit rights under Section 11, which remain available at any time and without surcharge.

S1.4 Infrastructure Requirements. If Client chooses Client-managed infrastructure, Client must maintain infrastructure that meets Provider’s published minimum requirements, including, but not limited to: a Kubernetes cluster (version specified by Provider), CI/CD pipeline capabilities, logging and monitoring integration, and network connectivity to Provider’s management systems.

S1.5 Third-Party Service Disclaimer. Provider warrants the quality of its own code and Services. However, Provider expressly disclaims all responsibility for the performance, availability, latency, accuracy, or behavior of Third-Party Services and Hosting Infrastructure, including but not limited to AI model outputs (such as hallucinations or inaccurate responses), internet infrastructure, and cloud platform outages. Furthermore, Provider makes no representations regarding the legal ownership, copyright, or accuracy of any content generated by Third-Party Services. Client’s sole remedy for Third-Party Service or Hosting Infrastructure issues is to work directly with the applicable third-party provider.

S1.6 AI Output Disclaimers and Client Obligations.

(a) Client acknowledges that AI Output may contain errors, inaccuracies, or biased content, and that AI models may produce different results for the same inputs at different times. Client is solely responsible for reviewing, validating, and approving all AI Output before relying on it for business, legal, medical, financial, regulatory, or any other purposes.

(b) Provider shall not use Client Data to train, fine-tune, or improve any artificial intelligence or machine learning model, and shall not transmit Client Data to any Third-Party Service whose terms would permit such use, except: (i) as authorized in the applicable Work Order; or (ii) with Client's prior written consent, as provided in MSA §12.5(c). Provider shall use commercially reasonable efforts to configure Third-Party Services to prevent the use of Client Data for model training by third-party AI providers.

(c) Client acknowledges that the functionality, accuracy, and availability of AI-powered features within the Solution depend on Third-Party Services that may change their terms, pricing, capabilities, or availability without notice to Provider. Provider shall use commercially reasonable efforts to notify Client of material changes, but shall not be liable for any degradation in AI functionality resulting from third-party changes.

S1.7 Client Data Backup. For Solutions hosted on Provider-managed infrastructure, Provider shall maintain commercially reasonable backup and disaster recovery procedures intended to protect Client Data against loss, and shall be responsible for backup and restoration of Client Data within the Provider-managed environment in accordance with those procedures. Provider’s backup obligations are dependent upon the availability and functionality of the underlying Hosting Infrastructure and do not constitute a guarantee against data loss, except as expressly committed in an applicable Work Order.

So that Client is able to maintain its own copies of Client Data, Provider shall, upon Client’s reasonable request and no more frequently than once per calendar month, provide Client an export of Client Data in a standard, machine-readable format at no additional charge. Client is responsible for retaining any copies of Client Data it elects to keep outside the Provider-managed environment, and for verifying that exports Provider provides are complete and usable for Client’s purposes.

S1.8 Software Stack Maintenance. Where elected in a Work Order and included in the monthly subscription Fee, Provider will use reasonable efforts to provide ongoing maintenance of the Solution’s open-source dependencies and runtime environment, including security

patches, bug fixes, compatibility updates for Third-Party Components, and minor enhancements. Provider will use commercially reasonable efforts to maintain compatibility with evolving dependencies.

S1.9 Service Levels and Solution Support. The provisions of this §S1.9 through §S1.14 constitute the Service Level Agreement (SLA) for the Solution. They apply where, and to the extent, the applicable Work Order includes Managed Services, hosting, or support, together with any additional or modified service-level commitments set forth in that Work Order.

S1.10 Severity Classifications. Support requests are classified by severity:

(a) Severity 1 (Critical): Production system down or major business function unavailable with no workaround. Target response time: two (2) hours.

(b) Severity 2 (High): Major feature impaired with significant business impact; workaround may be available. Target response time: eight (8) hours.

(c) Severity 3 (Medium): Feature issue with moderate business impact; workaround available. Target response time: forty-eight (48) hours.

(d) Severity 4 (Low): Minor issue, cosmetic defect, or general inquiry. Target response time: five (5) Business Days.

S1.11 Support and Development. Support covers “fixing existing logic,” which means correcting defects that cause the Solution to deviate from its then-current Documentation. Requests to “modify existing logic” or add new features constitute development work and must be scheduled as Managed Sprint tasks or addressed through a Change Order.

S1.12 Support Hours. Standard support is available during Provider’s business hours: Monday through Friday, 8:00 AM to 8:00 PM Eastern Time, excluding holidays observed on Provider’s published holiday calendar, which is available to Client on request. Extended support hours, if applicable, shall be specified in the applicable Work Order.

S1.13 Availability, Service Credits, and Exclusions.

(a) Baseline. The response-time targets in §S1.10 and the support hours in §S1.12 are Provider's standard service commitments. Provider does not commit to any specific availability or uptime percentage, resolution time, or service credit except where expressly stated in an applicable Work Order.

(b) Engagement-specific commitments. Where a Work Order elects Managed Services or Provider-managed hosting, the Work Order may include engagement-specific commitments — such as availability targets, performance metrics, scheduled maintenance windows, reporting cadence, and service credits — defined and measured as set out in that Work Order. Such commitments apply only to the components of the Solution that Provider develops and operates and that are within Provider's reasonable control.

(c) Exclusions. Except to the extent an applicable Work Order expressly provides otherwise as to a specific exclusion, no availability commitment, performance metric, or service credit applies to, and Provider's service-level obligations are tolled during, any unavailability, degradation, or error to the extent caused by: (i) Third-Party Services, including AI platforms and their outputs; (ii) Hosting Infrastructure or other cloud, network, or internet failures; (iii) infrastructure, environments, or accounts provisioned or controlled by Client; (iv) Client Data, Client Materials, or Client configurations or modifications; (v) scheduled maintenance; or (vi) Force Majeure Events.

(d) AI Output. For the avoidance of doubt, the accuracy, quality, correctness, or content of AI Output is not subject to any service level, availability commitment, or service credit, consistent with §S1.5 and §S1.6. Service levels, where they apply, concern the availability and responsiveness of the Solution, not the substantive content of AI Output.

S1.14 Availability Tiers. A Work Order may elect an availability tier for the Solution — such as Standard or Tailored — defining the deployment architecture, availability targets, recovery point and recovery time objectives, backup and recovery procedures, and associated Fees for that engagement. Elected tier provisions are engagement-specific commitments under §S1.13(b) and are defined and measured as set out in the applicable Work Order.

End of Schedule 1