

## MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (“Agreement”) is entered into by and between Ionworks Technologies Inc., a Delaware corporation (“Supplier”), and the “Customer” identified below, effective as of \_\_\_\_\_ (the “Effective Date”).

This Agreement governs Customer’s access to and use of Supplier’s software-as-a-service offerings, licensed access to on-premise products, and any professional or implementation services delivered under Order Forms or Statements of Work.

### 1. DEFINITIONS

- 1.1. **“Confidential Information”** means any non-public information disclosed by one party to the other that is marked confidential or would reasonably be understood as confidential, including business, technical, financial, and product information. Confidential Information does not include information that (a) becomes public without breach; (b) was lawfully known to the Receiving Party; (c) is received lawfully from a third party; or (d) is independently developed without use of the Disclosing Party’s Confidential Information.
- 1.2. **“Customer Material”** means any content, data, software, or intellectual property provided by Customer for use with the Services or Deliverables.
- 1.3. **“Deliverables”** means any work product or outputs specifically developed for Customer under an Order Form, excluding (a) Supplier’s proprietary software products, including Licensed Software, SaaS Services, and any enhancements, modifications, or derivative works thereof, (b) Supplier Material, and (c) Third-Party Material.
- 1.4. **“Documentation”** means Supplier’s then-current user and technical documentation for the Services.
- 1.5. **“Licensed Software”** means Supplier’s proprietary software provided to Customer under a license (perpetual, term, or subscription) for installation and use by Customer on its own systems or environment, subject to the applicable Order Form and license terms.
- 1.6. **“Order Form”** means a document executed by both parties that specifies the Services Customer is purchasing or subscribing to, including subscription terms, fees, and usage metrics.
- 1.7. **“Professional Services”** means implementation, configuration, integration, training, consulting, or other professional services provided under an Order Form.
- 1.8. **“SaaS Services”** means Supplier’s hosted software-as-a-service offerings provided on a subscription basis.
- 1.9. **“Security Incident”** means a confirmed unauthorized access to or disclosure of Customer Material in Supplier’s possession or control.
- 1.10. **“Services”** means the SaaS Services, Licensed Software, and Professional Services provided by Supplier to Customer.
- 1.11. **“Specifications”** means the features or acceptance criteria described in the Documentation or the applicable Order Form.
- 1.12. **“Supplier Material”** means Supplier’s software, tools, know-how, methodologies, algorithms, models and proprietary information used to provide the Services and Deliverables, any deidentified, aggregated, derivative or usage data collected or generated in connection with the Services and any Deliverables, all improvements, derivatives, enhancements and modifications to any of the foregoing, and all intellectual property rights therein.
- 1.13. **“Third-Party Material”** means software, data, or other materials owned by third parties.
- 1.14. **“Support Hours”** means company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays

### 2. SERVICES AND ACCESS RIGHTS

- 2.1. **SaaS Services.** During the subscription term set forth in an Order Form, Supplier grants Customer a non-exclusive, limited, non-transferable, non-sublicensable right to access and use the SaaS

Services solely for Customer's internal business purposes, subject to applicable usage limits. The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.

2.2. **Licensed Software.** During the subscription term set forth in an Order Form, Supplier grants Customer a non-exclusive, limited, non-transferable, non-sublicensable right to install (only on the location or cloud environment described in the Order Form), access and use, in object code only, the Licensed Software solely for Customer's internal business purposes.

2.3. **Professional Services.** Supplier will provide Professional Services as described in the applicable Order Form. Customer acknowledges that timely cooperation and provision of Customer Materials are essential to Supplier's performance. Each Deliverable will be deemed accepted on the earlier of: (i) Customer's written acceptance, or (ii) 10 business days after delivery if Customer has not provided a written rejection specifying material non-conformities. Supplier will re-perform non-conforming Deliverables to achieve material conformance; this is Customer's sole and exclusive remedy (and Supplier's sole and exclusive liability) for acceptance failures.

2.4. **Restrictions.** Customer shall not, and shall not permit any third party to: (i) copy, modify, translate, or create derivative works of the SaaS Services or Licensed Software (for clarity, this restriction does not limit Customer's rights in Deliverables under §6.3); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of the SaaS Services or Licensed Software (except to the limited extent such restrictions are prohibited by applicable law); (iii) resell, rent, lease, transfer, assign, sublicense, or otherwise make the Services or Deliverables available to any third party, except as expressly permitted under this Agreement; (iv) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Supplier or any third party, or that violates any applicable law; (v) outside the scope expressly set forth in this Agreement or the applicable Order Form; (vi) use the Services for the benefit of any third party, except as expressly permitted; or (vii) use the Services, Documentation, Supplier Material or any other Supplier Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that competes with the Services or any other Supplier Material.

2.5. **Order of precedence.** If there is a conflict among documents, the following order controls: (1) the Order Form, (2) this MSA, then (3) its exhibits.

### 3. FEES AND PAYMENT

3.1. **Subscriptions.** Fees for SaaS Services and Licensed Software are invoiced in advance in accordance with the subscription term (e.g., annual or monthly) set forth in the Order Form.

3.2. **Professional Services.** Fees for Professional Services are set forth in the applicable Order Form .

3.3. **Payment Terms.** Unless otherwise specified, all invoices are due within thirty (30) days of invoice date. Overdue amounts accrue interest at 1.5% per month (or the maximum allowed by law). If Customer exceeds any usage limits or capacity set forth in the applicable Order Form, Supplier will invoice Customer for overage fees at the rates specified in the Order Form. Unless otherwise agreed in writing, overage fees will be invoiced monthly in arrears and payable in accordance with this Section.

3.4. **Suspension.** Supplier may suspend Customer's access to the Services immediately upon notice if: (a) any undisputed amount is more than 15 days past due; (b) Supplier reasonably determines that Customer's use poses a security risk to the Services or any third party; or (c) Customer's use violates applicable law or the Agreement. Supplier will restore access promptly once the issue is resolved. Suspension will not relieve Customer of its payment obligations.

3.5. **Taxes.** Fees are exclusive of taxes. Customer will be responsible for all applicable sales, use, VAT, or other taxes, excluding Supplier's income taxes.

### 4. TERM AND TERMINATION

4.1. **Term and Renewal.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with Section 4, will remain in effect through the subscription term

specified in the applicable Order Form ("Initial Term"). Upon expiration of the Initial Term, the subscription will automatically renew for successive periods of equal length to the Initial Term (each, a "Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Any Renewal Term will be governed by this Agreement and the applicable Order Form, except as expressly updated by mutual agreement of the parties.

- 4.2. Unless otherwise agreed in writing, for the applicable Services, there will be an annual price increase equal to the most recent annual percentage change in the Consumer Price Index for All Urban Consumers (as reported by the Bureau of Labor Statistics) plus 3.5%
- 4.3. **Termination for Cause.** Either party may terminate this Agreement for material breach if such breach is not cured within thirty (30) days after written notice (ten (10) days for non-payment).
- 4.4. **Effects of Termination.** Upon termination, Customer will immediately cease use of the SaaS Services and Licensed Software, promptly return to Supplier or permanently erase from its devices and systems (at Supplier's sole option) the Licensed Software, Documentation and any Supplier Material, and pay all fees accrued through the termination date. Sections relating to payment obligations, confidentiality, intellectual property, disclaimers, and limitations of liability will survive termination.
- 4.5. **Material return and deletion.** Upon expiration or termination, Supplier will make Customer Material available for secure export for 30 days. After that period, Supplier will delete Customer Material from production systems, except for archived backups retained per Supplier's standard backup policies, which will be overwritten in the ordinary course. Upon request, Supplier will certify deletion. Reasonable professional services fees apply to extended migration assistance.

## 5. CONFIDENTIALITY

- 5.1. Each party agrees to use the other's Confidential Information only for purposes of this Agreement and not to disclose it to any third party except as permitted. Confidential Information excludes information that is: (i) publicly available without breach, (ii) obtained from a third party without restriction, or (iii) independently developed without reference to the other party's information.
- 5.2. **Security.** Supplier will implement reasonable and appropriate administrative, physical, and technical safeguards designed to protect Customer Material from unauthorized access, use, or disclosure.
- 5.3.
- 5.4. **Incident Notice.** Supplier will notify Customer without undue delay after confirming a Security Incident affecting Customer Material and will provide information reasonably necessary to support Customer's obligations.

## 6. INTELLECTUAL PROPERTY

- 6.1. **Customer Material.** Customer retains all right, title and interest in and to all Customer Material. Customer grants Supplier a limited license to use Customer Material as necessary to provide the Services. Supplier may use and modify the Customer Material solely in connection with the provision, operation, and improvement of the Services and any Deliverables and to create deidentified or aggregated data.
- 6.2. **Supplier Material.** Supplier retains all right, title and interest in and to all Supplier Material. To the extent Deliverables incorporate Licensed Software or any other Supplier Material, Supplier grants Customer a non-exclusive, limited right to use such Supplier Material solely as part of the Deliverables.
- 6.3. **Deliverables.** Unless otherwise specified in an Order Form, Customer will own, and Supplier hereby assigns all right, title and interest in and to, Deliverables developed specifically for it, excluding any Licensed Software or any other Supplier Material or derivative works thereof. Supplier retains ownership of all intellectual property in Supplier Material, Licensed Software, and any modifications or enhancements thereto, regardless of whether developed for Customer.
- 6.4. **Feedback.** Supplier may use feedback and suggestions provided by Customer without restriction.
- 6.5. **Residuals / general learning.** Supplier may use without restriction any generalized learnings, know-how, and ideas retained in the unaided memory of its personnel from providing the Services, provided Supplier does not use Customer Confidential Information or identify Customer.

## 7. WARRANTIES AND DISCLAIMERS

- 7.1. **Supplier Warranties.** Supplier represents and warrants: (i) that the Services will be provided in a timely, professional, and workmanlike manner, in accordance with applicable industry standards and in substantial accordance with any Documentation or Specifications related thereto; (ii) that the Services and any Deliverables shall not contain any virus, trap door, worm or any other code or device that is injurious or damaging to any hardware or software or systems of Customer or any third party; and (iii) that it has sufficient rights in the Services and Supplier Material to grant the rights and licenses granted herein and that neither the Services nor any Deliverable, nor the use thereof by Customer in accordance with the terms of this Agreement, shall infringe the Intellectual Property Rights of any third party (“IP Warranty”), provided however, that Supplier shall not be liable where such infringement arises from Supplier’s conformance to design specifications explicitly required by Customer. If Supplier breaches the IP Warranty, as Customer’s sole and exclusive remedy (and Supplier’s sole and exclusive liability), in addition to Supplier’s indemnification obligations set forth in this Agreement, Supplier will either, at Supplier’s sole cost and expense: (1) procure for Customer the right to continue to access and use the Services, Supplier Material or Deliverables (as applicable) as contemplated by this Agreement; or (2) modify or replace the portion of the Services, Supplier Material or Deliverables (as applicable) that infringes or is alleged to infringe to make the Services, Supplier Material or Deliverables (as applicable) non-infringing while providing substantially equivalent features and functionality. If Supplier reasonably determines that the foregoing remedies would be commercially impractical or impossible, then Supplier will terminate this Agreement solely with respect to the affected portion of the Services or Deliverables (as applicable) and promptly provide Customer with a prorated refund of any prepaid, unused Fees for the affected portion of the Services or Deliverables (as applicable).
- 7.2. Customer represents and warrants that it has sufficient rights in the Customer Material to grant the rights and licenses granted herein.
- 7.3. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 7 (WARRANTIES AND DISCLAIMER), THE SERVICES AND ANY DELIVERABLES ARE PROVIDED “AS IS” AND EACH PARTY DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES, DELIVERABLES, SUPPLIER MATERIAL, CUSTOMER MATERIAL, THIRD-PARTY MATERIAL OR ANY OTHER SUBJECT MATTER UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, CORRECTNESS, ACCURACY, AND RELIABILITY, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

## 8. **LIMITATION OF LIABILITY**

- 8.1. EXCEPT IN THE CASE OF FRAUD, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, INTENTIONAL BREACH OF CONFIDENTIALITY OBLIGATIONS, AND EACH PARTY’S INDEMNIFICATION OBLIGATIONS, (A) THE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT TO THE OTHER PARTY, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL IN NO OTHER EVENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO SUPPLIER BY CUSTOMER IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER; AND, (B) IN NO OTHER EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUPPLIER HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND WARRANTY DISCLAIMERS SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN SUPPLIER AND CUSTOMER.
- 8.2. **FORCE MAJEURE.** NEITHER PARTY IS LIABLE FOR DELAY OR FAILURE TO PERFORM DUE TO EVENTS BEYOND ITS REASONABLE CONTROL (INCLUDING ACTS OF GOD, LABOR DISPUTES, GOVERNMENT ACTIONS, FAILURES OF SUPPLIERS OR HOSTING PROVIDERS, OR INTERNET INTERRUPTIONS), PROVIDED THE AFFECTED PARTY USES REASONABLE EFFORTS TO MITIGATE AND RESUMES PERFORMANCE PROMPTLY.

## 9. INDEMNIFICATION

- 9.1. Each party (the "Indemnitor") shall indemnify, defend and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from and against all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses") that arise from or relate to any claim that (a) in the case of Customer as the Indemnitor, Customer Material or Customer's use of the Services or Deliverables infringes, violates, or misappropriates any third-party intellectual property, proprietary or contractual right or violates any applicable law, or (b) in the case of Supplier as the Indemnitor, the Services infringe, violate, or misappropriate any third-party intellectual property or proprietary right. Each Indemnitor's indemnification obligations under this Agreement shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnification obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense, and no settlement will impose any liability or financial obligation upon the Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Supplier do not apply with respect to the Services or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (1) not created or provided by Supplier (including without limitation any Customer Material); (2) made in whole or in part in accordance to Customer specifications; (3) modified after delivery by Supplier; (4) combined with other products, processes or materials not provided by Supplier (where the alleged Losses arise from or relate to such combination); (5) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (6) Customer's use of the Services is not strictly in accordance herewith.

## 10. PUBLICITY

- 10.1. Customer consents to Supplier's use of Customer's name and logo in its customer lists and marketing materials, provided Supplier complies with Customer's brand guidelines, and provided Customer may revoke such consent upon reasonable written notice.
- 10.2. Supplier shall have the right to publish a case study detailing the results obtained from the work conducted under this Agreement. However, Supplier shall not share the underlying data directly. Prior to publication, Supplier shall submit the proposed case study to Customer for review and approval. Customer shall have thirty (30) days from receipt of the proposed case study to provide written approval or request reasonable modifications. If Customer does not respond within this thirty (30) day period, the case study shall be deemed approved.

## 11. GENERAL PROVISIONS

- 11.1. **Independent Contractors.** The parties are independent contractors; this Agreement does not create a partnership, joint venture, or employment relationship.
- 11.2. **Subprocessors.** Supplier may use subprocessors to provide the Services; Supplier remains responsible for their acts and omissions and will maintain a list available upon request.
- 11.3. **Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment, or transfer in violation of the foregoing will be null and void except that either party shall be entitled to assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 11.4. **Notices.** All notices to Supplier in connection with this Agreement must be sent via email to legal@ionworks.com, and all notices to Customer in connection with this Agreement must be sent via email to Customer's Project Contact's email address listed in the applicable Order Form or such other email address provided by Customer. Notice will be treated as given on receipt, as confirmed by written or electronic records.

- 11.5. **Governing Law.** This Agreement, and all matters arising out of or relating to this Agreement, will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflict of laws principles. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in New Castle County, Delaware, for any dispute arising out of or relating to this Agreement, and waive any objection based on inconvenient forum or lack of personal jurisdiction.
- 11.6. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 11.7. **Amendments.** Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing.
- 11.8. **Waiver.** No waiver will be effective unless in writing and signed by the waiving party.
- 11.9. **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature and electronic transmission, each of which is deemed an original and together constituting one instrument.

**Customer: [Full Legal Name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Ionworks Technologies Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_