MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (the "**Agreement**") is made and entered into by and between **Fixify, Inc.**, on behalf of itself and its affiliates ("**Fixify**"), and the **Customer**, on behalf of itself and its affiliates, as of the Effective Date of the initial Sales Order ("**Order**") executed by and between the parties. This Agreement, together with each Order, forms the entire understanding between the parties concerning Customer's purchase and use of any Subscription. Unless stated otherwise herein, in the event of an inconsistency between this Agreement and any Order, the terms of the Order shall prevail only in reference to that Order. Any terms not defined herein shall have the meaning ascribed in the Order. In consideration of the mutual promises contained herein, the parties agree as follows:

1. SUBSCRIPTION

1.1 Subscription to Platform. Subject to the terms and conditions of this Agreement, and in consideration of payment of all Fees stipulated in the Order, Fixify grants to Customer during the Subscription Term, solely for Customer's internal business use, a number of non-transferable and non-sublicensable accounts (collectively, the "**Subscription**") enabling a maximum number (the "**Account Volume**") of individual account holders (each, an "**End User**") to access and use Fixify's cloud computing platform as further described at www.fixify.com (the "**Platform**") which may result in generated outputs (the "**Results**") available for Customer's download, export, and internal use. The Subscription Term shall automatically renew at Fixify's then-current Fees unless either party provides no less than forty-five (45) days advance written notice of non-renewal. Customer is solely responsible for all information uploaded to the Platform ("**Customer Data**") which shall at all times remain Customer's exclusive property and Confidential Information. Customer grants to Fixify the minimal license necessary to utilize Customer Data consistent with the requirements of the Subscription. Fixify shall safeguard and protect all Customer Data as stipulated at www.fixify.com/trust (the "**Trust Center**"). The Platform may utilize certain third-party subprocessors listed at the Trust Center, as well as proprietary and existing large language models trained and improved by machine learning, to access and process Customer Data. In the event Fixify provides Customer with a Proof-of-Concept Subscription at no cost for evaluation purposes (a "**POC Subscription**") or access to features of the Platform which are not generally available ("**Early Access Beta**"), such shall be on an AS-IS basis with no representations, warranties, SLAs, or remedies of any kind.

1.2 Rights & Restrictions. Fixify retains all worldwide right, title, and interest in and to the Platform, the Results template, and all related intellectual property, including all copyright, moral rights, and trade secret rights which shall remain with Fixify as its sole and exclusive property and to which Customer shall have no claim or right except as provided on a limited basis through the Subscription. Customer obtains no other rights relative to the Platform, and Fixify incurs no other obligations to Customer, except as specifically stipulated in this Agreement. Customer shall allocate End User accounts on a non-sharable per-person basis. Customer is responsible for the security of all End User accounts and all access and use of the Platform associated with any End User account. Customer shall not, and shall not allow any third party to: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform; modify, translate, or create derivative works based on the Platform; copy, rent, lease, distribute, pledge, assign, or otherwise transfer or otherwise encumber the Platform; copy any features, functions, integrations, interfaces, or graphics of the Platform; use the Platform for the benefit of any third party; remove or alter any element from the Platform; use the Platform to build any application or product that is competitive with the Platform; build any application or product, or provide any service, for the purpose of monitoring the availability, performance, or functionality of the Platform, or for any other benchmarking or competitive purposes; use the Platform for any purpose inconsistent with the intent of this Agreement; interfere or attempt to interfere with the proper working of the Platform; bypass any measures which prevent or restrict access to the Platform; "crawl," "scrape," or "spider" any information, data, or content available through the Platform; use the Platform to send or store any material that is obscene, threatening, or otherwise unlawful or tortious, including any viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs; or use the Platform in violation of any applicable law, including in any manner that violates any third party intellectual property, contractual, or other proprietary rights. Customer may not remove or export, or allow to be removed or exported, from the United States anything related to the Platform, including the Results, in violation of any restrictions, laws, or regulations of any United States or foreign agency or authority. Customer shall indemnify Fixify against any violation of any of this section.

2. TERM & TERMINATION

2.1 Term of Agreement. This Agreement will commence on the Effective Date and remain in full force and effect until terminated as provided herein. Upon the termination or conclusion of all Orders, Fixify

shall promptly deactivate the Subscription and purge all Customer Data from the Platform.

2.2 Termination for Convenience. Either party may terminate this Agreement for any lawful reason, or for no reason, upon thirty (30) days written notice; provided, however, that any Order then in effect shall remain in effect under the terms of this Agreement until completed or otherwise terminated. Fixify may at any time, in its sole discretion, and without liability immediately terminate any POC Subscription or Early Access Beta upon written notice.

2.3 Termination for Material Breach; Suspension. In the event either party materially breaches this Agreement and/or any Order, which breach is not cured within thirty (30) days of written notice, the non-breaching party may immediately terminate this Agreement and/or any Order upon written notice and may pursue any and all remedies available at law or in equity consistent with this Agreement. In the event Fixify reasonably determines that Customer's access to or use of the Platform violates this Agreement, Fixify may without liability immediately suspend the Subscription, in part or whole, upon written notice.

2.4 Termination for Insolvency. Either party may terminate this Agreement and/or any Order upon written notice in the event that the other party (i) seeks reorganization or release under the U.S. Bankruptcy Code or the bankruptcy laws of any other jurisdiction, (ii) seeks the appointment of a trustee, receiver or custodian, (iii) becomes the subject of a proceeding seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and such proceeding is not dismissed within sixty (60) days of the commencement thereof, (iv) makes an assignment for the benefit of creditors, or (v) has a substantial part of such party's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

3. PAYMENT

The Fees and Payment Terms for the Subscription shall be set forth in the applicable Order. Customer agrees to pay Fixify all undisputed Fees without right of set-off or chargeback by the Due Date. If Customer in good faith disputes any Fees, Customer shall submit full payment to Fixify of the undisputed portion of the Fees and written documentation identifying and supporting the dispute by the Due Date. In the event payment is not received by the Due Date, Fixify may apply interest on all undisputed sums owing at a rate of 1.5% per month. In the event Fixify has not received payment from Customer after thirty (30) calendar days past the Due Date, Fixify may immediately suspend the Subscription upon written notice. In the event any foreign, federal, state, or local taxes are applicable, Customer shall pay such amounts or reimburse Fixify if paid by Fixify. Except in the case of termination for Fixify's material breach or as otherwise provided herein, in no case are any pre-paid amounts refundable. The parties shall maintain complete and accurate records relating to amounts invoiced or paid under this Agreement for no less than four (4) years.

4. CONFIDENTIAL INFORMATION

4.1 Definition. Any information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with this Agreement which, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered by the Receiving Party to be confidential or proprietary, whether or not such information is explicitly identified as confidential, including all Customer Data, shall be considered the Disclosing Party's "**Confidential Information**". This Agreement and all Orders shall be considered the Confidential Information of both parties. Confidential Information does not include any information that (i) is already known to the Receiving Party at the time of its disclosure free of any obligation to keep it confidential, (ii) was or becomes publicly available through no wrongful act or omission of the Receiving Party, (iii) is lawfully disclosed to the Receiving Party by a third party having the right to disclose such information and without restriction on subsequent disclosure, or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. All obligations regarding Confidential Information shall survive for three (3) years following the termination of this Agreement and all Orders.

4.2 Use of Confidential Information. Each party shall (i) only use the other's Confidential Information for the purposes contemplated herein (ii) apply commercially reasonable security precautions and efforts to safeguard and protect the other's Confidential Information, but in all cases no less than it applies to its own, (iii) not disclose the other's Confidential Information to any third party, except Fixify's third-party subprocessors listed at the Trust Center. Confidential Information shall remain the sole property of the Disclosing Party. Any breach of confidentiality may result in injury to the Disclosing Party for which monetary damages cannot adequately compensate; therefore, in addition to any other remedy available to it, the Disclosing Party shall be entitled to seek both temporary and permanent injunctive relief for any breach or threatened breach of confidentiality.

4.3 Return of Confidential Information. Upon termination of this Agreement and all Orders, or at the written request of the Disclosing Party, all Confidential Information shall be returned to its respective owner, or certified as destroyed, and no copies shall be retained by the Receiving Party except as may be required for compliance purposes.

5. WARRANTIES, INDEMNIFICATION, LIMITATION OF LIABILITY & INSURANCE

5.1 Representations and Warranties. Fixify represents and warrants that the Platform will function as described at www.fixify.com; notwithstanding anything to the contrary in this Agreement or any Order, Fixify's sole liability and Customer's exclusive remedy under any valid warranty claim shall be as set forth in the Service Level Agreement. THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING ANY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTIES OF TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED. TO THE EXTENT THAT APPLICABLE LAW PREVENTS FIXIFY FROM DISCLAIMING ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. TO THE EXTENT THAT THE PLATFORM OR RESULTS RELY UPON ANY THIRD-PARTY, FIXIFY MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES AND REPRESENTATION RELATED THERETO..

5.2 General Mutual Indemnification. The parties (each an "**Indemnifying Party**") shall each defend, indemnify, and hold harmless the other from any loss, liability, damage, cost, and expense (including reasonable attorney fees actually incurred) arising out of claims of (i) gross negligence or willful misconduct and/or (ii) damage to property or personal injury (including death) caused by the Indemnifying Party during the Subscription Term of any Order.

5.3 Intellectual Property Indemnification. Fixify shall defend, indemnify, and hold harmless Customer and from any loss, liability, damage, cost, or expense (including reasonable attorney fees actually incurred) finally awarded by a court of competent jurisdiction arising out of claims of intellectual property infringement or misappropriation related to the Platform. In the event an intellectual property infringement or misappropriation claim, or if Fixify, in its sole discretion, reasonably believes that such a claim is likely to be made, Fixify may, at its sole reasonable option, and in addition to the above indemnification obligations: (i) modify the Platform so that it becomes a non-infringing functional equivalent; or (ii) obtain for Customer the right to use such intellectual property upon commercially reasonable terms at Fixify's expense; or, if the preceding remedies prove commercially impracticable, then (iii) terminate the Subscription and refund to Customer a pro-rated amount of the Fees paid. This Section sets forth the exclusive remedy and entire liability of each party with respect to such claims. Fixify shall have no obligation or other liability for any infringement or misappropriation claim to the extent resulting or alleged to result from: (i) Customer Data, (ii) use of the Platform or Results in combination with any equipment, software, or other service not provided by Fixify; (iii) any modification of the Platform not made by Fixify; or (iv) Customer's continuation of any allegedly infringing activity after being notified thereof or after having been provided with modifications or remedies that would have avoided the alleged infringement.

5.4 Limitation of Liability and Limitation of Damages. EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF CONFIDENTIAL INFORMATION OR CLAIMS SUBJECT TO THE FOREGOING INDEMNIFICATION PROVISIONS, AND EVEN SHOULD ANY ELEMENT OF THIS AGREEMENT FAIL OF ITS ESSENTIAL PURPOSE, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER OR TO ANY THIRD PARTY FOR (i) SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWNTIME, LOSS OF OR CORRUPTION TO DATA, OR THE COST TO PROCURE SUBSTITUTE GOODS OR SERVICES), REGARDLESS OF THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY), EVEN IF THEY HAD BEEN ADVISED OF, OR SHOULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DIRECT DAMAGES EXCEEDING THE TOTAL VALUE OF THE ORDER UNDER WHICH SUCH DAMAGES AROSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS ENTIRE SECTION ARE

ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT ALL LIMITATIONS, WARRANTIES AND DISCLAIMERS SET FORTH HEREIN REFLECT AN EQUITABLE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT ANY REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

5.5 Insurance. Throughout the Agreement for the duration of all Orders, Fixify shall maintain commercial insurance coverage substantially similar to that outlined on the Certificate of Insurance available on the Trust Center.

6. DISPUTE RESOLUTION

In the event of a dispute, the parties hereby agree that (i) they will first attempt, in good faith, and prior to any litigious acts (other than seeking an injunction or other equitable relief to prevent or stop a breach of this Agreement, and Order, or a violation of any rights either party may have under law), to resolve such dispute through direct negotiation, including executive-level attention if no other means has resolved the dispute, for at least thirty (30) days following the initial disputing party's first giving written notice of a dispute; and (ii) in the event a dispute cannot be resolved during that time period, each party hereby agrees and covenants to submit to mediation under a mutually agreeable mediator in the state and county of the initial respondent party, or remotely, within thirty (30) days. Each party shall bear its own costs of mediation, including its own attorney's fees, as well as an equal share of all mediator fees. The mediator shall consider only direct damages. The parties and their representatives shall hold the existence, content, and result of any mediation as Confidential Information of the other party.

7. GENERAL PROVISIONS

7.1 Governing Law; Venue; Statute of Limitations; Attorney's Fees; Cumulative Remedies. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Delaware without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. The jurisdictional venue for any proceedings involving this Agreement shall be a court of competent jurisdiction located in Arlington County, Virginia. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action accrued. Except for mediation, if any action at law or in equity, including an action for declaratory relief, is brought pursuant to this Agreement, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable amount for attorney's fees actually incurred, costs of collection, and costs of any litigation, which fees may be set by the court overseeing such action or may be enforced in a separate action brought for that purpose. Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law or in equity.

7.2 Notice. Any written notice provided for in this Agreement shall be transmitted through the Trust Center.

7.3 Assignment. Neither party will assign this Agreement, any Order, or any liabilities, in whole or in part, without the express prior written consent of the other; provided, however, that either party may assign this Agreement together with all Orders to any entity that is wholly-owned, directly or indirectly, by such party, or to any entity which acquires all or substantially all of the business or assets of such party, upon written notice. Any attempted assignment other than as permitted herein shall be null and void. This Agreement and all Orders shall be binding upon and shall inure to the benefit of the parties, their successors, and permitted assigns.

7.4 Third Party Beneficiaries. This Agreement is entered into by and between, and may be enforced only by, the parties hereto. This Agreement shall not be deemed to create any rights in any third parties, or to create any obligations of a party to any third party.

7.5 Independent Contractor. The relationship of the parties shall at all times be that of independent contractor. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other, except as expressly provided herein. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization, agency, or employment relationship.

7.6 Non-Solicitation. During the Subscription Term of any Order, and for a period of twelve (12) months thereafter, neither party shall, on its own or on behalf of any other person or entity (i) without the prior written consent of the other party, knowingly solicit any employee of the other party except through a general

advertisement; or (ii) in any manner attempt to influence or induce any employee of, the other party to leave the association with, or employment of such party. In the event of a breach of this Section, the non-breaching party will be entitled to injunctive relief issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and/or the subject employee and each and every other person concerned therein from further violation thereof. In addition, due to the difficulty of proof of actual damages, the breaching party shall pay the non-breaching party liquidated damages for the reasonable estimated costs associated with, but not limited to, recruiting and training a replacement in an amount equal to the annual gross salary of the subject employee. The parties acknowledge and agree that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such employee. Any breach of this Section shall likewise be deemed a material breach of this Agreement and all then-effective Orders, and all remedies of termination, injunction, damages, and otherwise shall be cumulative.

7.7 Force Majeure. Neither party shall be liable for any failure or delay to perform its obligations under this Agreement or any Order if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include Acts of God, the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, restraints of government, or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

7.8 Interpretation. Both the parties shall be considered joint authors of this Agreement and no rules of construction shall be invoked concerning its provisions or their interpretation. All language of this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used. No prior transactions or dealings between the parties shall be deemed to establish any custom or usage waiving or modifying any provision hereof. The pre-printed terms of any Customer purchase order shall be of no effect. Fixify may update any online content at any time without notice.

7.9 Severability. If any provision of this Agreement is held to be illegal, invalid, void or otherwise unenforceable, for any reason by a court of competent jurisdiction, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be reasonably possible and be legal, valid and enforceable.

7.10 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement or any Order shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

7.11 Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile or other electronic transmission, and each full reproduction, including reproductions by photocopy or scan shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

7.12 Survival. All provisions of this Agreement which by their nature are intended to survive termination shall survive termination and/or any permitted assignment.

7.13 Entire Agreement; Amendment. This Agreement, together with all executed Orders, contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Except as otherwise expressly set forth herein, this Agreement may not be modified or amended except in a writing signed by both parties. Any rights not expressly waived herein are reserved. The making, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, disclaimers, limitations or agreements other than those expressed herein and all disclaimers, limitations and exclusions shall apply even in the event that any element of this Agreement fails of its essential purpose.