

MASTER SERVICE AGREEMENT

AI Autopilot Platform Services

between

AI AUTOPILOT, INC.

("Provider")

and

[CUSTOMER NAME]

("Customer")

Effective Date: [DATE]

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into as of the Effective Date by and between AI Autopilot, Inc., a Delaware corporation with its principal place of business at 30 W 47th Street, New York, NY 10036 (“Provider”), and the entity identified above (“Customer”). Provider and Customer are each a “Party” and collectively the “Parties.”

WHEREAS, Provider has developed an artificial intelligence-powered platform designed to automate IT support operations for Managed Service Providers; and

WHEREAS, Customer desires to subscribe to and use Provider’s platform services subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meanings set forth below:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

“**Aggregate Data**” means data derived from Customer Data or Platform usage that has been aggregated and de-identified in accordance with Section 6.8 such that no individual, End User, or Customer is identified or reasonably identifiable.

“**AI Agent**” means the artificial intelligence components of the Platform that perform automated functions including the AI Triage Agent, AI Dispatch Agent, AI Self Service Agent, AI Resolution Agent, AI Insights Agent, and AI Documentation Agent, as further described in Section 2.3.

“**AI Output**” means any recommendation, action, analysis, document, or other result generated by an AI Agent in connection with Customer’s use of the Platform.

“**AI Service Provider**” means a third-party provider of artificial intelligence or machine learning models, APIs, or services utilized by the Platform to deliver AI Agent functionality. As of the Effective Date, approved AI Service Providers include Anthropic, PBC (Claude models) and OpenAI, LLC (GPT models), each accessed through Microsoft Azure’s enterprise AI infrastructure. The current list of AI Service Providers is maintained at <https://aiautopilot.ai/legal/ai-providers> and is subject to the Sub-processor change notification requirements of Section 13.17.

“**Authorized User**” means Customer’s employees, contractors, and agents who are authorized by Customer to access and use the Platform.

“**Beta Features**” means any features, functionality, or services designated by Provider as beta, preview, early access, experimental, or similar designation.

“Committed Service Term” means the minimum service period specified in an Order Form during which Customer has committed to maintain one or more Subscriptions. Unless otherwise specified in the applicable Order Form, the Committed Service Term shall be coterminous with the Initial Term or the then-current Renewal Term, as applicable.

“Confidential Information” means any non-public information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In the case of Provider, Confidential Information includes the Platform source code, architecture, proprietary algorithms, and the existence and terms of this Agreement. In the case of Customer, Confidential Information includes all Customer Data and information relating to Customer’s End Users.

“Customer Data” means all data, content, and information submitted by or on behalf of Customer or its End Users to the Platform, including Personal Data and IT support tickets.

“Documentation” means Provider’s standard user guides, online help, and technical documentation for the Platform.

“Effective Date” means the date this Agreement is executed by both Parties.

“End User” means Customer’s clients whose IT support is managed through Customer’s use of the Platform.

“Endpoint” means a managed device including desktops, laptops, servers, and network devices.

“Feedback” means any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Customer regarding the Platform or Services.

“Fees” means the amounts payable by Customer for the Services as set forth in the applicable Order Form and Section 4.

“Initial Term” means the one (1) year period commencing on the Effective Date.

“Intellectual Property Rights” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

“Material AI Change” means (i) a change to the base AI model used by any AI Agent; (ii) a significant change to AI Agent output behavior or accuracy characteristics; (iii) the addition or removal of an AI Service Provider; or (iv) a change to the routing logic that materially alters which AI Service Provider processes a given category of Customer Data.

“Order Form” means a mutually executed ordering document that references this Agreement and specifies the Subscriptions, Committed Service Term, Fees, and any other terms applicable to Customer’s purchase of Services. A template Order Form is provided in Appendix A.

“Personal Data” means information that identifies or can be used to identify an individual, as further defined in Section 6.1.

“Platform” means Provider’s AI Autopilot software-as-a-service platform, including all AI Agents,

integrations, and features.

“Professional Services” means implementation, training, custom integration development, and other professional services provided by Provider.

“Renewal Term” means each successive one (1) year period following the Initial Term or any prior Renewal Term.

“Security Incident” means an event where: (i) Customer Data in Provider’s or its Sub-processors’ possession or control is accessed or received by an individual or entity not authorized to access or receive such information; (ii) there is a reasonable basis to believe that Customer Data may have been so accessed; (iii) an authorized individual is using Customer Data in a manner not authorized under this Agreement; or (iv) Customer Data is accessed through the Platform for a purpose not authorized under this Agreement or applicable law.

“Services” means collectively the Platform access, support, and Professional Services provided under this Agreement.

“SLA” means the service level commitments set forth in Section 2.8.

“Sub-processor” means any third party engaged by Provider to process Customer Data in connection with the Services, including cloud infrastructure providers and AI Service Providers.

“Subscription” means Customer’s entitlement to access and use the Platform and receive the Services as specified in an Order Form, including the applicable tier, endpoint allocation, and any add-on services.

“Third-Party Services” means software, services, or integrations provided by third parties that interact with the Platform, including PSA, RMM, and documentation systems.

2. SERVICES AND LICENSE

2.1 Provision of Services

Subject to the terms of this Agreement and Customer’s payment of all applicable Fees, Provider shall provide Customer with access to the Platform and Services as described in this Agreement and the applicable Order Form. Provider shall use commercially reasonable efforts to make the Platform available in accordance with the SLA set forth in Section 2.8.

2.2 License Grant

Provider grants Customer a non-exclusive, non-transferable, limited license during the Term to: (a) access and use the Platform solely for Customer’s internal business operations in providing managed IT services; (b) allow Authorized Users to access the Platform; and (c) use the Documentation in connection with such authorized use.

2.3 AI-Powered Features and AI Agents

Customer acknowledges that the Platform utilizes artificial intelligence and machine learning technologies from multiple AI Service Providers, including Anthropic (Claude) and OpenAI (GPT), accessed through Microsoft Azure’s enterprise AI infrastructure. Provider may utilize one or more AI Service Providers to deliver AI Agent functionality and may route requests to different AI Service Providers based on task type, performance, or availability.

The Platform includes the following AI Agents:

Agent	Function	Capabilities
AI Triage Agent	Ticket intake & categorization	Analyzes incoming tickets, extracts key information, assigns priority and category, and identifies duplicate or related tickets
AI Dispatch Agent	Intelligent routing	Recommends optimal technician assignment based on skills, availability, workload, and ticket requirements
AI Self Service Agent	End user assistance	Assists End Users with basic troubleshooting, deflects routine issues, and provides guided resolution steps for common problems
AI Resolution Agent	Technician resolution support	Creates resolution plans through context gathering and provides recommended resolution paths for issues, supporting technicians throughout ticket handling
AI Insights Agent	Executive analytics & operational intelligence	Assists executive and management roles by providing insights and reports for service desk and IT operations; analyzes trends and patterns; identifies recurring issues; generates performance reports; provides predictive analytics on potential service issues; delivers operational intelligence for Quarterly Business Reviews
AI Documentation Agent	Structured documentation & knowledge management	Assists technicians in creating structured documentation based on high-quality standards and templates, including runbooks, SOPs, technical documentation, resolution notes, knowledge base articles, and configuration documentation derived from ticket resolution patterns

All AI Agents operate within Provider’s Agent Command orchestration layer, which coordinates inter-agent communication, manages workflow sequencing, and enforces graceful degradation protocols. AI Agent processing is distributed across approved AI Service Providers as described in Section 6.3.

Customer understands that: (a) AI Outputs are recommendations and not guarantees; (b) Customer retains responsibility for all service delivery decisions; (c) Customer Data is not used to train any AI Service Provider’s models; (d) AI model updates may occur with thirty (30) days’ prior notice for

Material AI Changes; and (e) Provider maintains data processing agreements with each AI Service Provider that are at least as protective as the terms of this Agreement.

Upon notice of a Material AI Change, Customer may request rollback to the prior model version or routing configuration within fifteen (15) days if Customer demonstrates, with reasonable supporting evidence, a material degradation in AI Agent performance. Provider shall implement such rollback within ten (10) business days of a validated request, or such longer period as may be reasonably necessary for complex multi-model changes.

2.4 Platform Integrations

The Platform integrates with Customer's existing MSP technology stack as follows:

Category	Supported Platforms	Integration Capabilities
PSA Systems	ConnectWise Manage, Autotask, Halo PSA, Syncro	Bi-directional ticket sync, time entry, client data, configuration items
RMM Platforms	ConnectWise Automate, Datto RMM, NinjaOne, N-able	Agent status, remote actions, script execution, monitoring alerts
Documentation	IT Glue, Hudu, Confluence	Knowledge base access, configuration lookup
Communication	Microsoft Teams, Slack	Notifications, approvals, escalation alerts

Customer is responsible for maintaining valid licenses and subscriptions for any Third-Party Services integrated with the Platform.

The Platform integrates with and relies upon Third-Party Services. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Provider does not control and is not responsible for the performance, availability, security, or reliability of any Third-Party Services. Provider shall have no liability for any failure, delay, inaccuracy, data loss, or damage arising from or related to Third-Party Services, including outages, API failures, changes in functionality, or termination of such services. Customer acknowledges that its use of Third-Party Services is subject to the applicable third-party terms and conditions, and Customer is solely responsible for compliance with such terms.

2.5 Implementation Services

Provider shall deliver the following implementation services at no additional charge: Platform configuration and tenant setup; integration with Customer's PSA, RMM, and documentation systems; initial AI agent training on Customer's ticket history and workflows; administrator and technician training (up to 8 hours); go-live support and optimization during first 30 days; and documentation and runbook creation. Provider shall develop custom integrations as mutually agreed by the Parties, with scope, timeline, and any additional fees documented in a separate Statement of Work.

2.6 Service Modifications

Provider may modify, update, or enhance the Platform at any time, provided that such modifications do not materially degrade the functionality or performance of the Platform. Provider shall provide

Customer with thirty (30) days' prior written notice of any substantive modifications to the Platform or Services. Provider shall publish a product roadmap summary to Customer no less than annually during Quarterly Business Reviews.

2.7 Beta Features

Provider may designate certain features, functionality, or services as Beta Features. Beta Features are experimental and provided for evaluation and testing purposes only. Beta Features have not been fully tested and may experience errors, instability, or unexpected behavior. Provider may modify, suspend, or discontinue Beta Features at any time without notice. Information about Beta Features is Confidential Information of Provider.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND PROVIDER DISCLAIMS ALL LIABILITY ARISING FROM CUSTOMER'S USE OF BETA FEATURES.

2.8 Service Level Commitments

Provider targets the following AI Agent performance metrics. Failure to meet a Guaranteed Minimum for three (3) or more consecutive calendar months entitles Customer to service credits as described in the applicable Order Form.

Metric	Guaranteed Minimum	Performance Target
Triage Accuracy	85% match vs. human-verified classification (monthly)	—
Triage Response Time	95% of tickets triaged within 360 seconds (monthly)	< 60 seconds average
Dispatch Recommendation	—	< 2 minutes from triage
Diagnostic Initiation	—	< 5 minutes from dispatch
Troubleshooting Actions	—	< 10 minutes from diagnostic

If AI Agent triage accuracy falls below seventy percent (70%) for three (3) consecutive calendar months as measured by Provider's monitoring systems, Customer may terminate this Agreement upon thirty (30) days' written notice without payment of any Early Termination Fees. Actual performance may vary based on ticket complexity, integration latency, AI Service Provider response times, and system load. Provider shall maintain availability of PSA, RMM, and documentation system integrations at ninety-nine percent (99%) per calendar month for Provider-controlled connector components, excluding outages caused by the Third-Party Service provider, scheduled maintenance, or Customer-side configuration errors. Provider shall use commercially reasonable efforts to restore connectivity within four (4) hours of detecting a Provider-caused integration outage.

Service Level Credits are Customer's sole and exclusive remedy for any failure to meet a Guaranteed Minimum. Multiple SLA misses occurring in the same calendar month are not cumulative; Customer shall be entitled only to the highest applicable single credit per month, and total monthly credits shall not exceed the total Fees paid for that month.

2.9 Restrictions

Customer shall not: (a) sublicense, sell, resell, or transfer the Platform; (b) reverse engineer, decompile, or disassemble the Platform; (c) use the Platform to build a competing product; (d) access the Platform for benchmarking or competitive analysis, or publish any performance benchmarks, comparison reports, competitive analyses, or similar materials regarding the Platform without Provider's prior written consent; (e) use the Platform in violation of applicable law; (f) interfere with or disrupt the Platform's integrity or performance; or (g) attempt to circumvent any access restrictions, security measures, or usage limitations.

2.10 Suspension

Provider may suspend Customer's access to the Platform, in whole or in part, without liability if Provider reasonably believes that: (a) Customer's use violates this Agreement or applicable law; (b) Customer's use may disrupt or threaten the security, integrity, or performance of the Platform or any third-party systems; (c) suspension is necessary to comply with applicable law or legal process; or (d) Customer has failed to pay Fees when due and such non-payment has not been cured within the cure period specified in Section 4.5.

Provider shall provide at least forty-eight (48) hours' advance written notice of any suspension, except where: (i) an emergency poses an imminent threat to the security or integrity of the Platform or other customers' data; (ii) suspension is required by law enforcement or legal process that prohibits notice; or (iii) Customer's use is causing or may imminently cause harm to third parties. In emergency cases, Provider shall provide notice as soon as reasonably practicable after suspension. Prior to any suspension for non-payment, Provider shall escalate the matter to Customer's designated Account Manager. Suspension shall not relieve Customer of its payment obligations for undisputed amounts. Provider shall promptly restore access once the basis for suspension is remedied.

2.11 Affiliate Participation

Customer's Affiliates may procure access to the Platform and Services pursuant to the terms of this Agreement upon execution of a separate Order Form by such Affiliate. Each Affiliate shall be invoiced separately and shall be solely responsible for its respective obligations and liabilities. All endpoints procured by Customer and its Affiliates shall be aggregated for purposes of determining volume-based pricing tiers.

2.12 Exclusions

The following are not included in the Services unless separately agreed in writing: on-site services or physical hardware installation; third-party software licenses (PSA, RMM, documentation systems); custom AI model development or fine-tuning; data migration from legacy systems beyond standard imports; and 24/7 dedicated support (available as an add-on).

3. CUSTOMER RESPONSIBILITIES

3.1 Account Security and Management

Customer is responsible for: (a) maintaining the confidentiality and security of all account credentials, passwords, API keys, and access tokens; (b) implementing appropriate role-based access controls and permission levels within the Platform; (c) managing Authorized User access, including promptly terminating access when no longer appropriate; (d) all activities occurring under Customer's account, whether authorized or unauthorized; (e) promptly notifying Provider of any unauthorized access or security breach; and (f) implementing multi-factor authentication where available. Provider shall not be liable for unauthorized access to Customer's account resulting from Customer's failure to maintain adequate security measures.

3.2 Endpoint Reporting and Audit Rights

Customer shall maintain accurate records of the number of Endpoints managed through the Platform and shall provide endpoint counts to Provider upon request. Customer acknowledges that Fees are based on endpoint counts as set forth in Section 4. Customer agrees not to exceed the number of Endpoints or other contractual limitations without corresponding payment adjustments.

Provider, or its independent nationally recognized accountants, may upon fifteen (15) business days' prior written notice, examine those portions of Customer's books, records, and systems related to endpoint counts during Customer's normal business hours, not more than once per calendar year, solely to verify Customer's compliance with endpoint reporting requirements. If any such audit reveals that Customer has underreported Endpoints by more than five percent (5%), Customer shall promptly pay the applicable Fees for such unreported Endpoints and reimburse Provider for Provider's reasonable audit expenses.

3.3 Acceptable Use

Customer shall use the Platform in compliance with Provider's Acceptable Use Policy and all applicable laws. Customer shall not submit or process any content that: (a) infringes third-party rights; (b) contains malicious code; (c) violates privacy laws; or (d) is otherwise unlawful.

3.4 End User Compliance

Customer is responsible for ensuring that its End Users comply with any applicable terms governing the use of services provided through the Platform. Customer shall maintain appropriate agreements with End Users regarding data processing and privacy.

3.5 Cooperation

Customer shall cooperate with Provider in good faith to implement support suggestions, apply security updates, and assist in maintenance and troubleshooting. Customer shall promptly apply any updates or modifications that Provider determines are necessary to maintain the security, integrity, or performance of the Platform.

4. FEES AND PAYMENT

4.1 Fees

Customer shall pay the Fees set forth in the applicable Order Form. Fees are based on the number of Endpoints managed through the Platform and are calculated using the tiered pricing structure set forth in the Order Form.

4.2 Invoicing and Payment

Provider shall invoice Customer monthly in arrears based on actual endpoint counts. Payment is due within thirty (30) days of invoice date (NET 30). All payments shall be made in United States Dollars by electronic funds transfer or credit card. Credit card payments are subject to a processing fee equal to Provider's actual cost of card acceptance, not to exceed three percent (3%), disclosed to Customer prior to payment. Customers who pay by ACH or wire transfer shall not be subject to any processing fee.

4.3 Endpoint True-Up

Provider shall conduct quarterly endpoint true-up reconciliation to ensure billing accuracy. If actual endpoint counts exceed the billed amounts, Customer shall pay for such additional endpoints at the applicable tier rate. Adjustments shall appear on the subsequent invoice.

4.4 Taxes

All Fees are exclusive of taxes. Customer shall pay all applicable federal, state, local, and foreign sales, use, value-added, withholding, and similar taxes, excluding taxes based on Provider's income. Notwithstanding the foregoing, Provider shall use reasonable, permissible efforts to minimize the tax burden to Customer.

4.5 Late Payment

Overdue amounts shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. If payment remains outstanding beyond forty-five (45) days past due, Provider shall escalate the matter to Customer's designated Account Manager and provide written notice of the delinquency. If payment remains outstanding beyond sixty (60) days past due after such notice, Provider may suspend Services in accordance with Section 2.10. If Provider is unable to collect amounts owed, Customer shall be responsible for all collection costs, including reasonable attorneys' fees.

4.6 Price Changes and Price Protection

For automatic renewals, pricing shall remain the same as the immediately preceding Term, subject to an increase not to exceed five percent (5%) plus any increase in the Consumer Price Index (CPI-U) published by the U.S. Bureau of Labor Statistics during the prior year, provided that in no event shall the total annual increase exceed eight percent (8%) (the "Price Lock Guarantee"). Provider shall provide at least sixty (60) days' written notice of any price increase applicable to renewal. Customer may terminate this Agreement without penalty by providing written notice within thirty (30) days of receiving a price change notification that exceeds the Price Lock Guarantee.

4.7 Payment Disputes

Customer must notify Provider of any payment dispute in writing within thirty (30) days of receipt of a disputed invoice, specifying the nature and amount of the dispute in reasonable detail. Customer shall pay all undisputed amounts by the applicable due date. Disputed amounts may be withheld pending resolution; provided that the Parties shall engage in good faith efforts to resolve any such dispute within sixty (60) days. Provider shall continue to provide the Services during the pendency of any payment dispute, provided that Customer continues to pay undisputed amounts. If any amount is determined to have been incorrectly withheld, Customer shall pay such amount within thirty (30) days of resolution, together with interest from the original due date at the rate set forth in Section 4.5. Any overpayments shall be credited to Customer's account or refunded within thirty (30) days upon request.

5. TERM AND RENEWAL

5.1 Initial Term

This Agreement shall commence on the Effective Date and continue for the Initial Term of one (1) year unless earlier terminated in accordance with Section 12.

5.2 Renewal

Following the Initial Term, this Agreement shall automatically renew for successive Renewal Terms of one (1) year each, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term. Customer may opt out of automatic renewal through the Platform's administrative portal or by written notice to Provider.

5.3 Trailing Subscriptions

Termination of this Agreement for convenience shall not terminate any Subscriptions that are under active Committed Service Terms. Such Subscriptions shall survive for the duration of their respective Committed Service Terms ("Trailing Subscriptions"), and this Agreement shall continue to govern such Trailing Subscriptions until they expire or are otherwise terminated. Customer shall continue to make payments for Trailing Subscriptions until their expiration.

5.4 Effect of Expiration

Upon expiration or termination of this Agreement, Customer's access to the Platform shall cease, subject to the Termination Assistance provisions in Section 12.7 and the data export provisions in Section 12.5.

6. DATA PROTECTION AND SECURITY

6.1 Data Processing and Personal Data

For purposes of this Section, “Personal Data” means any information relating to an identified or identifiable natural person that is processed by Provider in connection with the Services, including names, email addresses, IP addresses, device identifiers, and any other information defined as “personal data” or “personal information” under applicable law.

Customer is the controller of Personal Data. Provider is the processor of Personal Data. Provider shall process Personal Data only on behalf of and in accordance with Customer’s documented instructions as described in this Agreement, unless required by applicable law. Provider shall ensure that all personnel authorized to process Personal Data are subject to written confidentiality obligations at least as protective as those in this Agreement.

6.2 Customer Data Ownership

As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Provider a limited license to use Customer Data solely to provide the Services and as otherwise set forth in this Agreement. If Provider is deemed to have any ownership interest in Customer Data, including derivative works, Provider hereby assigns, irrevocably and royalty-free, all such ownership interest exclusively to Customer, and Provider shall, at Customer’s reasonable request and expense, execute any documents necessary to perfect such assignment.

6.3 AI Data Handling and AI Service Providers

The Platform utilizes multiple AI Service Providers for AI Agent processing. Provider has implemented the following safeguards across all AI Service Providers:

AI Service Provider	Models	Access Method	Key Certifications
Anthropic, PBC	Claude model family	Microsoft Azure OpenAI Service	SOC 2 Type 2, CSA STAR
OpenAI, LLC	GPT model family	Microsoft Azure OpenAI Service	SOC 2 Type 2, CSA STAR
Microsoft Corporation	Azure AI Infrastructure	Direct (hosting provider)	SOC 2, ISO 27001, FedRAMP

(a) All AI requests are processed through Microsoft Azure’s enterprise AI infrastructure, ensuring that Customer Data remains within Azure’s enterprise data boundaries and is not used for model training by any AI Service Provider.

(b) Data Processing Agreements are in place with each AI Service Provider, including contractual prohibitions on the use of Customer Data for model training, improvement, or fine-tuning.

(c) AI decision logs are retained for ninety (90) days, including identification of which AI Service Provider processed each request, enabling Customer audit and troubleshooting.

(d) Provider conducts periodic security assessments of each AI Service Provider’s data handling practices and maintains documentation of each provider’s security certifications and compliance posture.

(e) Provider maintains the ability to route AI requests away from any AI Service Provider that

experiences a security incident, data handling policy change, or compliance concern, without material disruption to the Services.

Provider has sole discretion to select, change, rotate, or substitute AI Service Providers based on operational, security, performance, or commercial considerations, subject only to the Material AI Change notice and rollback rights set forth in Section 2.3. Provider shall not use Customer Data to train, improve, or fine-tune any AI models, whether Provider's own or those of any AI Service Provider. Provider shall maintain a record of which AI Service Provider processed each AI Agent request, available to Customer upon reasonable request.

6.4 Security Measures

Provider shall implement and maintain appropriate technical and organizational security measures designed to protect Customer Data against unauthorized or unlawful processing, accidental loss, destruction, or damage, including:

- (a) Annual third-party penetration testing conducted by a qualified independent security firm, covering the Platform's external attack surface, API security, and authentication mechanisms.
- (b) Quarterly automated vulnerability scanning of all production systems.
- (c) Remediation of critical-severity findings within thirty (30) days and high-severity findings within ninety (90) days of identification.
- (d) Executive summaries of penetration test results shall be made available to Customer upon written request, subject to reasonable redaction to protect other customers.
- (e) Background checks on all personnel who have access to Customer Data, to the extent permitted by applicable law, including at minimum verification of identity and criminal history.

Provider shall achieve SOC 2 Type 2 certification within eighteen (18) months of the Effective Date. Provider shall share a SOC 2 Type 1 report or equivalent independent gap assessment with Customer within nine (9) months of the Effective Date. If Provider has not obtained SOC 2 Type 2 certification within the eighteen-month period, Customer may, upon thirty (30) days' written notice, commission an independent third-party security assessment of Provider's systems and practices at Provider's expense, not to exceed Twenty-Five Thousand Dollars (\$25,000).

6.5 Insurance

Provider shall maintain the following minimum insurance coverages throughout the Term, issued by carriers holding a current A.M. Best rating of not less than "A-" and Financial Size Category of not less than "VII":

Coverage Type	Minimum Amount	Notes
Technology E&O / Professional Liability	\$5,000,000	Per occurrence
Cyber Liability / Data Breach	\$2,000,000	Per occurrence

Commercial General Liability	\$1,000,000	Per occurrence; \$2M aggregate
Employers' Liability	\$1,000,000	Per accident/disease/policy
Workers' Compensation	Statutory limits	Per applicable state law
Employee Dishonesty / Crime	\$1,000,000	Including computer fraud

Provider shall provide certificates of insurance upon Customer's request. Provider shall not cancel or materially alter insurance coverage without providing thirty (30) days' prior written notice to Customer. Upon Customer's reasonable request, Provider shall name Customer as an additional insured under its Commercial General Liability policy. Provider hereby waives all rights of subrogation and recovery against Customer to the extent such loss or damage is insured against under Provider's insurance policies. Provider shall maintain tail coverage for claims arising from Services performed during the Term for a period of not less than two (2) years following termination or expiration of this Agreement. The Parties acknowledge that the liability caps set forth in Section 11 are intended to align with this commercially reasonable insurance coverage.

6.6 Data Location

All Customer Data shall be processed and stored exclusively within the United States. Provider shall not transfer Customer Data outside the United States without Customer's prior written consent.

6.7 Data Retention

During the Term, Provider shall retain Customer Data as follows: (a) active ticket data shall be retained for the duration of the Subscription, but in no event longer than three (3) years from the date of ticket creation; (b) AI decision logs shall be retained for ninety (90) days; (c) audit logs and access records shall be retained for one (1) year; and (d) configuration and integration data shall be retained for the duration of the Subscription. Following termination or expiration of this Agreement, all Customer Data shall be deleted in accordance with Section 12.5. Provider shall not retain Customer Data beyond these periods unless required by applicable law. If Customer requires longer retention periods (for example, for regulated-industry compliance), such extended retention may be agreed in the applicable Order Form and may be subject to additional Fees.

6.8 Aggregate Data

Notwithstanding any other provision in this Agreement, Provider may evaluate and process Customer Data and Platform usage in an aggregated and de-identified manner ("Aggregate Data") such that no individual, End User, or Customer is identified or reasonably identifiable. Provider may use Aggregate Data freely for any business purpose, including to improve the Platform, develop new products, and for benchmarking. Provider retains all Intellectual Property Rights in Aggregate Data. Provider shall not attempt to re-identify any Aggregate Data and shall implement reasonable technical and organizational safeguards to prevent re-identification, consistent with NIST Special Publication 800-188 or equivalent industry standard.

6.9 Security Incident Response

If Provider discovers or becomes aware of any Security Incident that impacts Customer, Provider shall:

- (a) notify Customer without undue delay and in no event later than forty-eight (48) hours after becoming aware, furnishing full details available at the time including the nature of the incident, categories and approximate number of data records affected, and contact information for Provider's incident response team;
- (b) cooperate with Customer in any effort to protect Customer Data and to mitigate and remediate the impact of the Security Incident;
- (c) preserve all relevant evidence and logs related to the Security Incident;
- (d) provide Customer with updates at intervals no less frequent than every twenty-four (24) hours during active investigation;
- (e) deliver a root cause analysis and remediation report to Customer within thirty (30) days after the Security Incident has been resolved; and
- (f) take commercially reasonable steps to prevent recurrence.

Provider shall not make any public disclosure regarding a Security Incident affecting Customer without Customer's prior written consent, except as required by applicable law. To the extent a Security Incident is caused by Provider's breach of its security obligations under this Agreement, Provider shall pay reasonable and documented costs and expenses of breach notification, credit monitoring for affected individuals (for a period not to exceed twelve (12) months), and forensic investigation, subject to the enhanced cap set forth in Section 11.3(b).

6.10 Security Audits

In the event of any Security Incident affecting Customer, or otherwise no more than once per calendar year upon reasonable request, Customer may, upon thirty (30) days' prior written notice, conduct or commission an independent third-party audit of Provider's security practices, systems, and facilities relating to the processing of Customer Data. Such audits shall be limited in scope to Provider's processing of Customer Data and shall be conducted during normal business hours in a manner that minimizes disruption to Provider's operations. Customer shall not engage any auditor that is a competitor of Provider, and any audit reports, findings, and related materials shall be deemed Confidential Information of Provider. Provider shall bear the costs of any such audit arising from a Security Incident caused by Provider's failure to comply with its security obligations; all other audit costs shall be borne by Customer.

6.11 AI Transparency and Fairness

Provider shall use commercially reasonable efforts to: (a) maintain documentation of AI Agent decision-making logic sufficient to explain the basis for triage, dispatch, and diagnostic outputs upon Customer's reasonable request; (b) conduct periodic assessments, no less than annually, of AI Agent outputs for material bias in ticket triage prioritization and technician dispatch recommendations, and share summary results with Customer during Quarterly Business Reviews;

(c) provide Customer with sufficient information to fulfill any transparency, explainability, or fairness obligations under applicable laws; and (d) evaluate each AI Service Provider's published responsible AI practices as part of Provider's Sub-processor due diligence. Provider shall promptly notify Customer if Provider becomes aware of any material bias, systematic error, or material change in an AI Service Provider's data handling or responsible AI commitments that could adversely affect Customer's operations.

6.12 CCPA-Specific Provisions

To the extent Provider processes Personal Data subject to the CCPA on behalf of Customer: (a) Provider is a "Service Provider" as defined under the CCPA and shall not sell or share Personal Data; (b) Provider shall not retain, use, or disclose Personal Data for any purpose other than providing the Services or as otherwise permitted under the CCPA; and (c) Provider certifies that it understands and will comply with these restrictions.

6.13 HIPAA Compliance

If Customer or its End Users are Covered Entities or Business Associates as defined under HIPAA, and Customer intends to process protected health information through the Platform, Customer shall notify Provider and enter into Provider's standard Business Associate Agreement prior to such processing.

6.14 Feedback

If Customer provides Feedback to Provider, Customer hereby grants Provider a worldwide, irrevocable, transferable, perpetual, royalty-free, non-exclusive license to use, copy, modify, create derivative works from, and incorporate such Feedback into the Platform or any other Provider products or services without restriction or obligation. The provision of Feedback is voluntary.

7. CONFIDENTIALITY

7.1 Obligations

The Receiving Party shall: (a) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but not less than reasonable care; (b) use Confidential Information solely to perform its obligations under this Agreement; (c) not disclose Confidential Information to third parties except as expressly permitted; and (d) limit access to Confidential Information to those with a need to know who are bound by confidentiality obligations at least as protective as those herein. The exclusions to Confidential Information shall not apply with respect to Personal Data, End User data, or any other data that requires protection under applicable laws or regulations.

7.2 Required Disclosures

The Receiving Party may disclose Confidential Information if required by law, regulation, or court

order, provided that the Receiving Party: (a) gives prompt written notice to the Disclosing Party to the extent permitted by law; (b) cooperates with efforts to obtain protective treatment; and (c) discloses only the minimum information required. Confidential Information so disclosed shall continue to be deemed Confidential Information as between the Parties.

7.3 Return of Confidential Information

Upon termination of this Agreement or upon request, the Receiving Party shall promptly return or destroy Confidential Information, provided that the Receiving Party may retain one archival copy and copies in automated backup systems, which shall remain subject to this Agreement.

7.4 Equitable Remedies

Each Party acknowledges that any breach of its confidentiality obligations may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to all other remedies available at law or in equity, the non-breaching Party shall be entitled to seek equitable and injunctive relief to enforce the terms of this Section 7 without the requirement of posting a bond.

8. INTELLECTUAL PROPERTY

8.1 Provider IP

Provider retains all right, title, and interest in and to the Platform, Documentation, and all related Intellectual Property Rights. This Agreement does not transfer any ownership rights to Customer. All rights not expressly granted herein are reserved by Provider.

8.2 Customer Data

As between the Parties, Customer retains all right, title, and interest in and to Customer Data and all Intellectual Property Rights therein.

8.3 AI Output Ownership

AI Outputs generated in connection with Customer's use of the Platform shall be considered part of Customer's operations. Customer acknowledges that similar outputs may be generated for other customers and that Provider makes no representations regarding the uniqueness or exclusivity of AI Outputs.

8.4 Residuals

Subject to Sections 6 and 7, each Party shall be free to use any general concepts, techniques, feedback, and know-how provided to it, used by it, or developed in the course of this relationship, provided such use does not infringe the other Party's Intellectual Property Rights or disclose Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1 Mutual Warranties

Each Party represents and warrants that: (a) it has the authority to enter into this Agreement; (b) this Agreement constitutes a valid and binding obligation; and (c) its performance will not violate any agreement to which it is a party.

9.2 Provider Warranties

Provider warrants that: (a) the Platform will perform substantially in accordance with the Documentation during the Term; (b) the Services will be performed in a timely, professional, and workmanlike manner in accordance with industry standards; (c) to Provider's knowledge, the Platform does not infringe any third-party Intellectual Property Rights; (d) Provider will not violate any applicable law or regulation as a result of performing its obligations under this Agreement; (e) prior to making the Platform available to Customer, Provider will use commercially reasonable efforts to detect and screen out any virus, malware, or malicious code; and (f) the Documentation will be sufficient to allow a user qualified in the subject matter to use the Platform. Customer must notify Provider of any warranty non-conformity promptly after discovery, and Provider shall promptly repair or replace any such non-conformity at no additional charge.

9.3 AI Output Disclaimer

CUSTOMER ACKNOWLEDGES THAT AI AGENTS PROVIDE RECOMMENDATIONS AND DO NOT GUARANTEE OUTCOMES. AI OUTPUTS MAY CONTAIN ERRORS OR INACCURACIES. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AI OUTPUTS AND MAKING FINAL SERVICE DELIVERY DECISIONS. PROVIDER MAKES NO WARRANTY THAT AI AGENTS WILL RESOLVE ALL ISSUES OR OPERATE WITHOUT INTERRUPTION.

9.4 AI Operational Responsibility

Customer acknowledges that the Platform includes automated and semi-automated AI-driven actions, including triage, diagnostics, and recommended or executed remediation steps. Customer is solely responsible for: (a) reviewing and approving any AI Outputs or actions where applicable; (b) implementing appropriate human oversight and validation processes; and (c) all decisions made or actions taken based on AI Outputs.

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS ARISING FROM OR RELATED TO: (i) CUSTOMER'S RELIANCE ON AI OUTPUTS; (ii) AUTOMATED OR SEMI-AUTOMATED ACTIONS TAKEN BY THE PLATFORM; OR (iii) ANY FAILURE OF AI AGENTS TO IDENTIFY, ESCALATE, OR RESOLVE AN ISSUE.

9.5 Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

9.6 No Professional Advice

The Platform is not intended to provide legal, financial, compliance, or other professional advice. Results, reports, and recommendations generated by the Platform are informational only and must be reviewed by Customer in consultation with appropriate professional advisors.

9.7 Essential Basis

The disclaimers, exclusions, and limitations set forth in this Agreement form an essential basis of the bargain between the Parties. Absent such provisions, the Parties agree that the terms and Fees would have been substantially different.

10. INDEMNIFICATION

10.1 Provider Indemnification

Provider shall defend, indemnify, and hold harmless Customer and its successors, Affiliates, officers, directors, employees, and agents from and against any and all losses, damages, costs, judgments, liabilities, and expenses (including reasonable attorneys' fees) ("Losses") arising out of or relating to: (a) any third-party claim alleging that the Platform, as provided by Provider and used in accordance with this Agreement, infringes any United States patent, copyright, or trademark; (b) any Security Incident caused by Provider's breach of its security obligations under Section 6; or (c) any failure by Provider to comply with applicable data protection laws in connection with its processing of Customer Data.

This indemnity does not apply to claims arising from: (i) Customer's modifications to the Platform; (ii) combination with non-Provider products where the Platform alone would not be infringing; (iii) use not in accordance with the Documentation; (iv) Customer Data; or (v) any claim arising from or related to AI Outputs, including Customer's reliance on or use of such outputs, except to the extent such claim arises from Provider's breach of this Agreement (collectively, "IP Claim Exclusions").

10.2 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, and agents from any third-party claim arising from: (a) Customer's use of the Platform in violation of this Agreement; (b) Customer Data; (c) Customer's violation of applicable law; (d) Customer's relationships with End Users; (e) any IP Claim Exclusions; or (f) Customer's failure to secure Customer Data, Personal Data, or Confidential Information in Customer's possession or control.

10.3 Indemnification Process

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 may not settle any claim that admits fault or imposes obligations on the indemnified Party without prior written consent. Failure by the indemnified Party to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent the indemnifying Party is materially prejudiced by such failure.

10.4 IP Remediation

If the Platform becomes the subject of an infringement claim, Provider may, at its sole discretion and expense: (a) obtain a license from the third party for the benefit of Customer; (b) replace or modify the Platform so it is no longer the subject of a claim, provided such replacement performs substantially the same functions; or (c) if neither of the foregoing is commercially feasible, terminate this Agreement and refund any prepaid Fees for the remainder of the then-current Term.

10.5 Sole Remedy

This Section 10 states the indemnifying Party's sole liability and the indemnified Party's exclusive remedy for any third-party claims described herein.

11. LIMITATION OF LIABILITY

11.1 Liability Cap

EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.2 Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exceptions to Limitations; Enhanced Caps

Notwithstanding anything to the contrary in this Agreement:

(a) The limitations set forth in Sections 11.1 and 11.2 shall not apply to either Party's liability arising from: (i) its gross negligence or willful misconduct; or (ii) its indemnification obligations under Section 10, subject to subsection (b) below.

(b) Provider's total cumulative liability arising from: (i) a Security Incident caused by Provider's

breach of its obligations under Section 6; or (ii) Provider's breach of its confidentiality obligations under Section 7, shall not exceed two (2) times the total Fees paid or payable by Customer in the twelve (12) months preceding the event giving rise to the claim.

(c) Except for the liabilities described in subsections (a) and (b), all other liability of either Party shall remain subject to the cap set forth in Section 11.1.

(d) In no event shall either Party's total cumulative liability under this Agreement, from all causes combined, exceed three (3) times the total Fees paid or payable by Customer in the twelve (12) months preceding the claim.

(e) The following liabilities are not subject to the cap in Section 11.1: Customer's payment obligations; Service Level Credits under Section 2.8; and Provider's willful refusal to provide Termination Assistance Services as required under Section 12.7.

11.4 Claims Limitation Period

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE DATE ON WHICH THE CLAIM FIRST AROSE, OR SUCH CLAIM SHALL BE PERMANENTLY BARRED.

11.5 Notice of Loss

Provider shall not be liable for any loss unless Customer provides written notice to Provider within one hundred twenty (120) days of Customer's discovery, or the date on which Customer reasonably should have discovered, the occurrence giving rise to such loss. Customer hereby waives any right of subrogation against Provider which Customer's insurance carrier may acquire by virtue of payment under such insurance.

12. TERMINATION

12.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice if the other Party:

(a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice (or ten (10) days for non-payment);

(b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy, insolvency, receivership, or similar proceedings that are not dismissed within one hundred twenty (120) days; or

(c) ceases business operations in the ordinary course.

Provider may terminate this Agreement or any Subscription immediately without opportunity to cure for: (i) non-payment not cured within ten (10) days after notice; (ii) violation of export control, anti-corruption, or sanctions laws; or (iii) abusive or threatening conduct toward Provider or its personnel.

Termination for cause shall not relieve Customer of its obligation to pay Fees accrued prior to the effective date of termination.

12.2 Termination for Convenience

Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice, effective at the end of the then-current billing period. No refunds shall be provided for prepaid amounts upon termination for convenience. Termination for convenience shall not affect Trailing Subscriptions as set forth in Section 5.3.

12.3 Early Termination Fees

If Customer terminates a Subscription during a Committed Service Term for any reason other than Provider's uncured material breach, or if Provider terminates a Subscription for cause, Customer shall pay Provider an early termination fee calculated as follows: (a) seventy-five percent (75%) of the remaining Fees through the end of the Committed Service Term if termination occurs during the first half of the remaining Committed Service Term; or (b) fifty percent (50%) of the remaining Fees if termination occurs during the second half of the remaining Committed Service Term. Such fee is due within thirty (30) days of termination. The Parties acknowledge that exact damages from early termination would be difficult or impossible to determine and that the foregoing amounts represent a reasonable pre-estimate of Provider's anticipated loss and are not intended as a penalty.

12.4 Effects of Termination

Upon termination or expiration: (a) Customer's access to the Platform shall cease, subject to the Termination Assistance Period; (b) each Party shall return or destroy Confidential Information of the other; (c) Customer shall pay all outstanding Fees; and (d) the provisions set forth in Section 12.8 shall survive.

12.5 Data Export and Deletion

Upon Customer's request made within thirty (30) days after termination, Provider shall make Customer Data available for export in a standard, machine-readable format. Provider shall cooperate reasonably with Customer or a successor service provider designated by Customer in the migration of Customer Data. After the expiration of the Termination Assistance Period (or thirty (30) days if no Termination Assistance Services are requested), Provider shall permanently delete all Customer Data from Provider's systems and shall provide written verification of such deletion to Customer within fifteen (15) business days of completing the deletion.

12.6 Partial Termination; Pro-Rata Refund

If Customer terminates any individual Order Form or Subscription (to the extent permitted hereunder), the remaining Fees under this Agreement shall be reduced accordingly. If Customer terminates the Agreement for cause and has prepaid any Fees, such Fees shall be refunded on a pro-rata basis.

12.7 Termination Assistance Services

Upon Customer's request, Provider shall provide Termination Assistance Services to Customer at the rates in effect under this Agreement during the Termination Assistance Period. "Termination Assistance Services" means: (a) continued provision of the Services (to the extent requested by Customer), subject to payment of applicable Fees; (b) Provider's reasonable cooperation with Customer or a successor service provider in the migration of Customer Data; and (c) data transfers performed via secure means. "Termination Assistance Period" means a period designated by Customer, commencing upon termination or expiration and continuing for up to ninety (90) days thereafter. If this Agreement is terminated by Provider for cause, Provider's obligation to provide Termination Assistance Services shall be conditioned upon Customer's timely payment of all outstanding undisputed Fees.

12.8 Survival

The following sections shall survive termination or expiration of this Agreement: Sections 1, 6.2, 6.7, 6.8, 6.14, 7, 8, 9, 10, 11, 12.3–12.8, and 13.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement, together with all Order Forms, constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, and understandings. In the event of conflict, the following order of precedence shall apply: (1) the main body of this Agreement, (2) any Order Forms. Any inconsistent or additional terms in Customer's purchase orders or other communications are rejected and shall have no effect.

13.2 Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties. No waiver, modification, or amendment shall be effective unless in writing and signed by both Parties.

13.3 Policy Updates

Provider may update its Acceptable Use Policy, Privacy Policy, and Support Terms from time to time. Provider shall notify Customer of material changes by posting the updated policy on the Platform or by sending notice to Customer's primary account contact at least thirty (30) days before such changes become effective. If Customer objects in writing within such period, Provider may, at its option: (a) allow the previous terms to continue through the end of the current Term; or (b) terminate the affected Subscriptions with a pro-rata refund of prepaid Fees. This Section 13.3 applies only to operational policies and not to the substantive terms of this Agreement, which may only be amended pursuant to Section 13.2.

13.4 Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without Provider's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign this Agreement, in whole or in part, to any then-existing Affiliate of Customer or in connection with a merger, acquisition, or sale of all or substantially all of Customer's assets, without Provider's consent. Provider may assign this Agreement without Customer's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In no event shall any permitted assignment relieve the assigning Party of its obligations under this Agreement. Any assignment in violation of this Section shall be null and void.

13.5 Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, internet or telecommunications failures, cyberattacks, failures of cloud infrastructure providers, failures of third-party service providers, pandemics, government actions, or significant changes in applicable law.

The affected Party shall: (a) promptly notify the other Party of the event; (b) use commercially reasonable efforts to mitigate the impact; and (c) resume performance as soon as reasonably practicable.

If a force majeure event continues for more than thirty (30) consecutive days and materially impacts the Services, either Party may terminate this Agreement upon written notice. If Customer terminates under this Section, Customer shall receive a pro-rata refund of any prepaid Fees, and no Fees shall apply during any period in which the Services are unavailable due to force majeure.

13.6 Notices

All notices under this Agreement shall be in writing and delivered by: (a) personal delivery; (b) nationally recognized overnight courier; (c) registered or certified mail, return receipt requested; or (d) email with confirmed receipt. Notices to Provider shall be sent to: AI Autopilot, Inc., 30 W 47th Street, New York, NY 10036, Attn: Legal Department, legal@aiautopilot.ai. Notices shall be deemed effective upon receipt. A Party may change its address for notification purposes upon twenty (20) days' prior written notice to the other Party.

13.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods does not apply.

13.8 Dispute Resolution; Escalation; Arbitration

(a) Escalation Procedure. For any dispute arising out of or related to this Agreement ("Dispute") that the Parties cannot informally resolve, the aggrieved Party shall notify the other Party in writing of the nature of the Dispute with reasonable specificity. Representatives of both Parties shall meet (telephonically or in person) within ten (10) business days to seek resolution. If unable to resolve,

senior management of both Parties with authority to resolve the Dispute shall meet within an additional ten (10) business days. If senior management cannot resolve the Dispute within fifteen (15) days of their initial meeting, either Party may proceed to binding arbitration as provided below.

(b) Binding Arbitration. Any Dispute not resolved through the escalation process shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator with experience in technology and commercial contracts. The place of arbitration shall be New York, New York, and the proceedings shall be conducted in English. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

(c) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS.

(d) Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or Confidential Information, or to avoid expiration of any limitations period. Each Party consents to personal jurisdiction in the state and federal courts of New York for any such equitable proceeding.

(e) Each Party agrees to continue to perform its obligations under this Agreement during the pendency of any Dispute, except to the extent provided in Section 12. The content of any discussions during this Dispute resolution process shall be Confidential Information and shall not be admissible in any subsequent proceeding.

13.9 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

13.10 Waiver

No waiver of any right or remedy shall be effective unless in writing. A waiver of any breach shall not constitute a waiver of any subsequent breach. Failure to enforce any provision shall not constitute a waiver of the right to enforce such provision.

13.11 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship. Provider shall be fully responsible for the acts and omissions of its employees, contractors, Sub-processors, and other delegates as if they were performed by Provider. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.

13.12 Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights, except that Provider's Affiliates, licensors, and suppliers shall be third-party beneficiaries of the limitations of liability and warranty disclaimers.

13.13 Publicity

All media releases, public announcements, and public disclosures by either Party relating to this Agreement, including use of the other Party's name, trademarks, or logos, shall be coordinated with and approved in writing by the other Party prior to release, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may identify Customer as a customer in Provider's customer lists and marketing materials upon Customer's prior written consent, not to be unreasonably withheld. Customer reserves the right to withdraw a previously granted approval, and Provider shall cease such use within ten (10) business days of receiving notice of withdrawal.

13.14 Government Contracts

If the Services are used in connection with a government contract or subcontract, no government requirements, regulations, or contract terms shall be binding on Provider unless Provider specifically agrees to them in writing. The Platform consists of "commercial computer software" and "commercial computer software documentation" as defined in applicable federal acquisition regulations.

13.15 Export Compliance and Anti-Corruption

Each Party shall comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations and sanctions programs administered by the Office of Foreign Assets Control (OFAC). Customer shall not access or use the Platform in any U.S.-embargoed country or in violation of any export restriction or economic sanction. Each Party further represents and warrants that it shall comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (to the extent applicable).

13.16 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed original signatures.

13.17 Subcontracting and Sub-processors

Provider shall not subcontract any material obligations under this Agreement to any new Sub-processor without providing Customer with thirty (30) days' prior written notice identifying the Sub-processor, the processing activities to be subcontracted, and the location of such processing. Customer may object to the appointment of a new Sub-processor on reasonable grounds within fifteen (15) days of notice. If the Parties cannot reach resolution within thirty (30) days, Customer may terminate this Agreement upon written notice and receive a pro-rata refund of prepaid Fees.

As of the Effective Date, the following Sub-processors are approved: (a) Microsoft Corporation (Azure cloud infrastructure, Azure OpenAI Service, and Azure AI services — United States); (b)

Anthropic, PBC (Claude large language models via Microsoft Azure — United States); (c) OpenAI, LLC (GPT large language models via Microsoft Azure — United States). A current list of Sub-processors is maintained at <https://aiautopilot.ai/legal/sub-processors>.

Provider shall be fully responsible for the performance, acts, and omissions of any Sub-processor. Provider shall include in its subcontracts flow-down provisions at least as protective as the terms of this Agreement, including those pertaining to confidentiality, security, data protection, intellectual property, and audit rights.

13.18 Compliance with Laws

Provider shall perform its obligations in a manner that complies with all applicable federal, state, and local laws, regulations, ordinances, and codes. If a charge of non-compliance occurs, Provider shall promptly notify Customer of such charge in writing.

13.19 Non-Solicitation

During the Term and for a period of twelve (12) months thereafter, Customer shall not, directly or indirectly, solicit for employment, hire, or engage as a contractor any employee or contractor of Provider with whom Customer has had material contact in connection with this Agreement, without Provider's prior written consent. This restriction shall not apply to (a) general public solicitations not specifically targeted at Provider personnel (such as job postings on public boards); or (b) individuals who respond to such general solicitations without direct or indirect inducement by Customer. A breach of this Section shall entitle Provider to liquidated damages equal to one hundred percent (100%) of the affected individual's annualized total compensation at Provider, in recognition of the difficulty of calculating actual damages.

13.20 Attorneys' Fees

In any action to enforce the terms of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date.

AI AUTOPILOT, INC. ("Provider")

Signature: _____

Name: _____

Title: _____

Date: _____

[CUSTOMER NAME] ("Customer")

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX A — ORDER FORM TEMPLATE

This Order Form is entered into pursuant to the Master Service Agreement between AI Autopilot, Inc. (“Provider”) and the Customer identified below.

Customer Name	_____
Customer Notice Address (§13.6)	_____
Primary Account Contact	_____
Contact Email (§13.3 Policy Updates)	_____
Order Form Effective Date	_____
Subscription Tier	_____
Estimated Endpoint Count	_____
Committed Service Term	___ months, commencing on the Order Form Effective Date
Estimated Monthly Fee	\$ _____
Annual Prepayment Discount	<input type="checkbox"/> Yes (10% discount) <input type="checkbox"/> No
Add-On Services	_____
Special Terms (if any)	_____

This Order Form incorporates and is subject to the terms of the Agreement. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

AI AUTOPILOT, INC.

Signature: _____ Name: _____ Date: _____

[CUSTOMER]

Signature: _____ Name: _____ Date: _____