

# PURPOSEFY MASTER SUBSCRIPTION AGREEMENT

Last Updated: January 16, 2026

This Master Subscription Agreement ("Agreement") governs the access and use of the Purposefy platform ("Service") and is entered into between Purposefy Inc. ("Company") and the customer identified on the applicable Order Form ("Customer").

## 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. **"Customer Data"** means electronic data, text, and information submitted by or for Customer to the Service. **"Order Form"** means the ordering document specifying the Services to be provided, fees, and subscription term. **"Term"** means the Initial Term specified in the Order Form and any subsequent Renewal Terms. **"Usage Data"** means aggregated, anonymized data derived from Customer's use of the Service (e.g., performance metrics, metadata) that does not identify Customer or any natural person.

## 2. SAAS LICENSE & USE

**2.1 Grant of Rights.** Subject to the terms of this Agreement and payment of applicable fees, Company grants Customer a limited, non-exclusive, non-transferable right to access and use the Service during the Term for Customer's internal business purposes.

**2.2 Affiliates.** Customer may extend its rights under this Agreement to its Affiliates, provided that Customer remains fully responsible for its Affiliates' compliance with this Agreement.

**2.3 AI & Machine Learning.** Customer acknowledges that the Service may utilize artificial intelligence and machine learning technologies ("AI Features"). Customer agrees that Company may use Usage Data and Feedback to train, tune, and improve its AI models.

**2.4 Restrictions.** Customer shall not (a) reverse engineer, decompile, or disassemble the Service; (b) use the Service to build a competitive product; (c) license, sell, or lease the Service to any third party; (d) use the Service to store or transmit malicious code, spam, or infringing material.

**2.5 Suspension.** Company may immediately suspend Customer's access to the Service if Company reasonably believes Customer's use of the Service poses a security risk or violates applicable law.

### **3. PROPRIETARY RIGHTS**

**3.1 Customer Data.** Customer retains all ownership rights in and to Customer Data.

**3.2 Company IP.** Company retains all ownership rights in the Service, its underlying technology, AI models, and Usage Data.

**3.3 Feedback.** Customer grants Company a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, or other feedback provided by Customer.

**3.4 Publicity.** Company may identify Customer as a user of the Service and display Customer's name and logo on Company's website and marketing materials. Customer may opt out of this by providing written notice to Company.

### **4. FEES AND PAYMENT**

**4.1 Invoicing & Payment.** Fees are invoiced in advance according to the Billing Frequency specified in the Order Form. Payment terms are Net 30 days from the invoice date.

**4.2 Disputes.** If Customer believes an invoice is incorrect, Customer must contact Company in writing within thirty (30) days of the invoice date. If no notice is received within this period, the invoice is deemed accepted and valid.

**4.3 No Cancellation.** Payment obligations are non-cancelable, and fees paid are non-refundable. If Customer attempts to cancel prior to the end of the current Term, the remaining balance of the Total Annual Contract Value becomes immediately due.

#### **4.4 Upgrades & Downgrades.**

- (a) **Upgrades:** If Customer purchases additional services or capacity during a Term, the fees will be invoiced immediately at a pro-rated amount for the remainder of the Term.
- (b) **Downgrades:** Customer may not downgrade its plan or reduce the committed contract value during the current Term. Downgrades may

only be enacted at the start of a Renewal Term with 30 days prior written notice.

**4.5 Taxes.** Fees are exclusive of taxes. Customer is responsible for paying all applicable taxes, excluding taxes based on Company's net income.

## **5. DATA SECURITY & PROTECTION**

**5.1 Security Measures.** Company shall maintain a comprehensive information security program that includes appropriate technical and organizational measures designed to protect the confidentiality, integrity, and availability of Customer Data, consistent with industry best practices.

**5.2 Data Breach.** In the event Company discovers a confirmed unauthorized access, destruction, loss, or alteration of Customer Data (a "Security Incident"), Company shall notify Customer without undue delay and in no event later than 72 hours after discovery.

## **6. CONFIDENTIALITY**

Each party shall protect the other's Confidential Information with the same degree of care it uses to protect its own confidential information, but not less than reasonable care. Confidential Information includes business plans, technical data, Customer Data, and the terms of this Agreement. This section survives termination of the Agreement.

## **7. SERVICE LEVEL AGREEMENT (SLA)**

**7.1 Uptime Commitment.** Company will use commercially reasonable efforts to make the Service available with an uptime of 99.9% during each calendar month.

**7.2 Service Credits.** If Company fails to meet the Uptime Commitment in a given month, Customer shall be eligible for a service credit equal to 5% of the monthly fees for each full 1% below the Uptime Commitment, capped at 30% of the monthly fees.

**7.3 Exclusions.** The SLA does not apply to downtime caused by (a) scheduled maintenance; (b) Force Majeure events; or (c) issues arising from Customer's equipment or third-party connections.

## **8. WARRANTIES & DISCLAIMER**

**8.1 Limited Warranty.** Company warrants that the Service will perform materially in accordance with the applicable documentation.

**8.2 Compliance Disclaimer.** Customer acknowledges that the Service and any reports provided by Company are intended as data tools only. Customer is solely responsible for ensuring its own compliance with applicable ESG standards, laws, and regulations. Company does not warrant that Customer's use of the Service will ensure compliance with any specific legal or regulatory standard.

**8.3 AI Disclaimer.** Customer acknowledges that AI Features are probabilistic and may produce inaccurate outputs. Customer is responsible for verifying AI-generated outputs before relying on them.

**8.4 General Disclaimer.** EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

## **9. INDEMNIFICATION**

**9.1 By Company.** Company will indemnify, defend, and hold Customer harmless against any third-party claim that the Service infringes a valid intellectual property right, provided Customer gives Company prompt notice and cooperation.

**9.2 By Customer.** Customer will indemnify Company against claims arising from Customer Data or Customer's violation of the Restrictions in Section 2.4.

## **10. LIMITATION OF LIABILITY**

**10.1 General Cap.** EXCEPT AS SET FORTH BELOW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**10.2 Super Cap (Data Breach).** NOTWITHSTANDING THE FOREGOING, FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY (SECTION 6) OR DATA SECURITY OBLIGATIONS (SECTION 5), THE AGGREGATE LIABILITY SHALL BE LIMITED TO TWO TIMES (2X) THE TOTAL FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**10.3 Exclusions.** Nothing in this Agreement limits liability for gross negligence, willful misconduct, or fraud.

## **11. GENERAL PROVISIONS**

**11.1 Governing Law.** This Agreement shall be governed by the laws of the State of California.

**11.2 Force Majeure.** Neither party shall be liable for any delay or failure in performance (except for payment obligations) resulting from causes beyond its reasonable control.

**11.3 Third-Party Integrations.** The Service may interoperate with third-party services (e.g., energy data providers). Company does not endorse or assume liability for any Third-Party Services.

**11.4 Entire Agreement.** This Agreement, together with the Order Form, constitutes the entire agreement between the parties and supersedes all prior agreements.

## **12. PROFESSIONAL SERVICES (CONSULTING)**

**12.1 Scope.** Company may provide implementation, configuration, or advisory services ("Professional Services") as described in an Order Form or a separate Statement of Work (SOW).

**12.2 Warranty.** Company warrants that Professional Services will be performed in a professional and workmanlike manner consistent with industry standards. Customer must notify Company of any warranty claim within thirty (30) days of the completion of the Professional Services. Customer's exclusive remedy for breach of this warranty is the re-performance of the Service.

**12.3 Ownership of IP.** Company retains all rights, title, and interest in and to any materials, deliverables, code, or methodology created by Company during the performance of Professional Services ("Deliverables"), excluding Customer's pre-existing Confidential Information. Company grants Customer a non-exclusive, non-transferable license to use such Deliverables solely in connection with the Service during the Term.

**12.4 Non-Work for Hire.** The parties agree that no Professional Services or Deliverables shall be considered a "work made for hire."

*(End of MSA)*