DeepFabric

DEEPFABRIC MASTER SERVICE AGREEMENT

Version: 2026-11-10

This Master Service Agreement (**"MSA"**) governs the DeepFabric Services purchased through accepted Order Forms. It is between UNPLATFORMS, INC. d/b/a DeepFabric (**"Provider"**) and the customer identified in the applicable Order Form (**"Customer"**). The parties accept this MSA by accepting an Order Form that identifies and incorporates it by version and URL, or by separately executing this MSA. The MSA is effective as provided in Section 12.1.

1. Definitions

1.1 Defined terms. "Agreement" means this Master Service Agreement, the applicable Order Forms and the documents expressly incorporated by reference, in each case as amended in accordance with Section 14.3. **"Provider"** means UnPlatforms, Inc., doing business as DeepFabric. **"Customer"** means the legal entity identified as customer in the applicable Order Form. An **"Affiliate"** is an entity that controls, is controlled by or is under common control with a party, where control means the power to direct its management or policies.

1.2 Services and orders. "Services" means the DeepFabric software-as-a-service platform and the agents, workflows, configurations, implementation, support and other services expressly identified in an Order Form. **"Order Form"** means an ordering document, including an electronic order or statement of work, accepted by both parties that specifies the purchased Services or other commercial commitments. **"Subscription Term"** means the period of authorized access under an Order Form, including any renewal term. **"Documentation"** means the user and technical documentation made available by Provider for the Services, as updated from time to time.

1.3 Users, data and outputs. "Authorized User" means an employee, contractor, consultant or agent of Customer whom Customer permits to access the Services and for whom Customer has purchased or obtained the required entitlement under the relevant Order Form. **"Customer Data"** means data, documents and other content submitted, made available or transmitted by or for Customer or its Authorized Users through the Services, excluding Aggregated Statistics and Usage Data. **"AI Outputs"** means recommendations, classifications, summaries, drafts, predictions, responses, risk flags and other outputs made available by or through the Services. **"Reports"** means Customer-specific reports and analyses generated by the Services.

1.4 Provider materials and operating data. "Provider IP" means the Services, Documentation, underlying software, models and model configurations, agents, prompts, orchestration, processes, tools, designs and other Provider technology, together with improvements and intellectual property rights in them, but excluding Customer Data. **"Usage Data"** means operational, security, performance, diagnostic and usage information relating to the Services, excluding identifiable Customer Data. **"Aggregated Statistics"** means information compiled from use of the Services in aggregated and anonymized form that does not identify Customer or disclose identifiable Customer Data or Customer Confidential Information.

1.5 Other terms. "Third-Party Services" means third-party technology, infrastructure, AI models, software, platforms, APIs, data sources and integrations used with or to enable the Services. **"Beta Features"** means preview, trial, pilot, sandbox, proof-of-concept or other pre-release functionality. **"Security Incident"** means confirmed unauthorized access to, acquisition of or disclosure of Customer Data in Provider's possession or control. **"Fees"** means charges payable under an applicable Order Form. **"Security Measures"** means Provider's Security Measures, version 2026-11-10, available at [SECURITY_MEASURES_URL], and incorporated under Section 6.1.

2. Orders; Access to and Use of the Services

2.1 Ordering and term. This Agreement establishes the standing terms under which Customer may purchase Services. Neither party is obligated to purchase or provide Services, and no Fees are owed, until an Order Form is accepted by both parties. Each Order Form is a separate commitment governed by this Agreement. Unless an Order Form expressly provides otherwise, expiration or termination of one Order Form does not terminate another Order Form or this Agreement.

2.2 Limited access rights. Subject to payment of Fees and compliance with this Agreement, Provider grants Customer a limited, nonexclusive, nontransferable (except under Section 14.7), nonsublicensable, worldwide right during the

applicable Subscription Term to allow its Authorized Users to access the purchased Services and Documentation solely for Customer's internal business purposes, within the agents, workflows, use cases, data sources, business lines, environments, users and other entitlements stated in its Order Form. Customer may use the Services in providing ordinary-course services to its own clients only if the Order Form expressly permits that use. No unpurchased agent, use case, customization, integration, deliverable or future feature is included by implication.

2.3 Reports. Customer may download, retain and use Reports produced under its Order Form for internal business and bona fide recordkeeping or compliance purposes. Where the Order Form expressly permits external sharing, Customer may share Reports with the recipients and for the permitted use cases specified in that Order Form. After expiration or termination, Customer may retain previously generated Reports for those purposes, subject to confidentiality and the restrictions in this Agreement. Rights in Reports do not convey Provider IP, nor permit reverse engineering, competitive benchmarking or development of competing offerings.

2.4 Authorized Users and restrictions. Customer is responsible for its Authorized Users, including their acts and omissions, access permissions and protection of credentials. Each Authorized User must have unique credentials, which may not be shared. Customer will comply with the user, access and other entitlements specified in the applicable Order Form.

Customer will not, and will not permit anyone to:

(a) copy, adapt, distribute, sublicense, resell, white-label or commercially exploit the Services or Documentation beyond the permitted scope;

(b) reverse engineer, decompile, extract or emulate Provider IP, including its agents, model configurations, prompts, orchestration or workflow logic;

(c) access the Services to train, fine-tune, evaluate, benchmark, improve or develop a competing product, model or service;

(d) scrape or systematically extract content except through Provider-authorized features;

(e) bypass usage, license, security, tenant or access limits;

(f) upload malicious code or infringing or unlawful material, or interfere with service security, availability or operation; or

(g) use the Services unlawfully, fraudulently, abusively, or in materially excessive ways that threaten security, availability or the Services' normal operating cost profile.

Customer may not provide direct third-party access except as authorized in the Order Form.

2.5 Suspension. Provider may temporarily suspend affected access when reasonably necessary because of a security threat, prohibited use, nonpayment under Section 4.2, legal prohibition, Customer insolvency or cessation of ordinary-course business, or loss of an essential Third-Party Service. Provider will give advance notice when practicable, notify Customer promptly otherwise, and use commercially reasonable efforts to restore access after the condition is resolved. Provider will not be liable for a good-faith suspension consistent with this Agreement, without limiting its express obligations concerning Customer Data. Provider may seek injunctive relief for threatened or actual misuse of Provider IP.

2.6 Technology changes and third parties. Provider may use and change AI models and providers, hosting, infrastructure, routing, prompts, orchestration, configurations and other underlying technology without disclosing proprietary implementation details, provided such changes do not materially diminish the core functionality of the purchased Services or the applicable confidentiality, security, data-protection or no-training commitments during the Subscription Term.

Provider is not responsible for failures to the extent caused by Customer-controlled systems, Customer-selected Third-Party Services, Customer configurations or instructions, or third-party terms that Customer is responsible for satisfying.

Provider remains responsible for its own obligations under this Agreement, including those performed through providers it engages.

2.7 Beta Features and roadmap. Unless an Order Form expressly provides otherwise, Beta Features are for evaluation rather than production, may be changed or discontinued, and are provided "as is" and "as available," without production service-level, support or indemnity commitments. Product roadmaps, demos, estimates and statements about future functionality are not binding commitments unless expressly included in an accepted Order Form.

3. Customer Responsibilities; AI Outputs

3.1 Data, permissions and dependencies. Customer is responsible for the accuracy, quality, timeliness, legality and completeness of Customer Data; for obtaining all required rights, permissions, consents, notices and lawful bases; and for its systems, credentials, users, integrations, approval settings and configurations. Customer will timely provide reasonable access, data, business rules, workflow context, testing, staff, decisions and approvals needed to configure, implement or support the Services. Provider is not responsible for delay, degraded performance or added cost to the extent attributable to missing or inaccurate Customer Data, changes in Customer systems or requirements, or other Customer dependencies. Affected implementation dates and milestones will be extended accordingly.

3.2 Human review and decisions. Customer acknowledges that AI Outputs can be probabilistic, incomplete, inaccurate or misleading. The Services and AI Outputs are decision-support tools and do not replace appropriate human, operational, legal, financial, regulatory, safety or professional judgment. Customer is responsible for reviewing, validating, approving, rejecting and using AI Outputs, configuring available human-in-the-loop controls, and making final decisions and taking final business actions based on them, except to the extent directly caused by Provider's gross negligence, willful misconduct or material breach of this Agreement. Provider does not promise any particular savings, revenue, compliance, operational or other business outcome.

3.3 Sensitive data. Customer will not submit protected health information, payment-card information or other sensitive regulated data unless the relevant Order Form specifically authorizes that category of data and an applicable data processing, business associate or other legally required protective addendum is in effect. The DPA in Section 6.4 applies where relevant, and the parties will execute any additional addendum required by law.

4. Fees and Payment

4.1 Fees, overages and invoices. Customer will pay the Fees and any separately authorized overage, storage, token, user, agent, implementation, third-party or other charges specified in the Order Form or approved through an authorized written or electronic ordering mechanism. Unless the applicable Order Form specifies a different payment period, invoices are due within thirty (30) days of invoice date, in U.S. dollars, without setoff or deduction. Fees are noncancelable and nonrefundable except as expressly provided in this Agreement or an Order Form. Provider's usage and billing records are accurate absent manifest error.

4.2 Disputes and overdue amounts. Customer must describe any good-faith invoice dispute in writing within thirty (30) days of receiving the invoice, except for manifest error, and must pay undisputed amounts on time. The parties will work in good faith to resolve timely disputes.

Overdue undisputed amounts accrue simple interest at 1.5% per month, or the maximum rate permitted by law if lower. Customer will reimburse Provider for reasonable collection costs incurred in recovering overdue undisputed amounts.

If an undisputed amount remains unpaid for fifteen (15) days after Provider provides written notice of delinquency, Provider may suspend the affected Services until payment is made. Provider will not suspend Services for amounts subject to a timely, good-faith dispute while Customer continues to pay undisputed amounts.

4.3 Taxes. Fees exclude sales, use, excise and similar taxes and duties, which Customer will pay, other than taxes on Provider's income.

5. Intellectual Property; Customer Data

5.1 Ownership. As between the parties, Provider retains all rights in Provider IP, Aggregated Statistics and Usage

Data, and Customer retains all rights in Customer Data. No ownership or license is transferred except as expressly stated. Customer represents that it holds the rights and permissions necessary for Provider to process Customer Data as contemplated here.

5.2 Processing for Customer. Customer grants Provider and its authorized service providers a nonexclusive, royalty-free, worldwide right during the Subscription Term to host, store, access, transmit, copy, organize, parse, transform, index, embed, analyze and otherwise process Customer Data, AI Outputs and Customer configurations as needed to deliver, configure, secure, support, maintain, troubleshoot, operate and improve the Services for Customer. This includes retrieval, contextualization, inference and creation of intermediate technical representations of Customer Data for Customer's authorized workflows.

5.3 Analytics and service improvement. Provider may collect and use Usage Data and Aggregated Statistics to operate, secure, maintain, assess, benchmark, improve and develop its Services and other products, and may disclose Aggregated Statistics that do not identify Customer or reveal identifiable Customer Data or Confidential Information.

Provider will not sell Customer Data, disclose identifiable Customer Data to other customers, incorporate identifiable Customer Data into generally available offerings for other customers, or use identifiable Customer Data for unrelated purposes.

Provider will not use Customer Data to train or fine-tune models, nor permit third-party AI model providers to use Customer Data to train or improve their publicly available general-purpose models, unless Customer expressly authorizes that use in writing or through an agreed, documented administrator authorization mechanism.

For clarity, retrieval, indexing, embeddings, contextualization, evaluation, prompting and inference that do not change model parameters are not model training. Provider will not place identifiable Customer Data in evaluation datasets for other customers or public model improvement without express authorization.

5.4 Data after termination. Following expiration or termination of an Order Form, Provider may retain Customer Data, AI Outputs, logs, Usage Data and Aggregated Statistics for legitimate backup, archival, security, legal, compliance, audit and disaster recovery purposes, subject to applicable law and any applicable DPA. Retained identifiable Customer Data remains protected under applicable confidentiality and security obligations. Provider may keep Aggregated Statistics and de-identified Usage Data.

5.5 Feedback. If Customer or its representatives suggest improvements or provide feedback about Provider IP, Customer assigns to Provider any intellectual property rights it or they hold in that feedback, and Provider may use the feedback without attribution or compensation. This does not transfer ownership of Customer Data or override confidentiality obligations.

6. Data Security; Data Processing

6.1 Security Measures incorporated. Provider will maintain a written security program with commercially reasonable administrative, technical and organizational measures for Customer Data in Provider's possession or control. The Security Measures identified in Section 1.5 are incorporated into this Agreement and establish the contractual security baseline. Other security policies and diligence materials are informational unless expressly incorporated by agreement.

Provider may update its practices, but will not materially diminish the overall level of protection for Customer Data during the applicable Subscription Term. A change to the posted Security Measures does not reduce the contractual protection applicable to an existing Order Form.

6.2 Security Incidents. Upon confirming a Security Incident involving Customer Data in Provider's possession or control, Provider will notify Customer without undue delay and, where feasible, within seventy-two (72) hours after confirmation, to the extent permitted by law. Provider will take commercially reasonable steps to investigate, contain, mitigate and remediate the incident and reasonably assist Customer with legally required notifications. Information may be provided in stages as it becomes available, subject to security, privilege, legal and third-party constraints. Notice does not constitute an admission of liability. Unsuccessful attacks or events that do not constitute a confirmed Security Incident need not be reported under this Section.

6.3 Customer-controlled security. Customer is responsible for securing its own systems, accounts, devices, credentials, integrations, data sources, user permissions and administrative or approval configurations. Provider is not responsible for a security event to the extent caused by Customer systems, Customer-selected providers, Customer instructions or failure to comply with reasonable security requirements. The Security Measures further describe each party's applicable controls and responsibilities.

6.4 Data Processing Addendum; Regulated Data. Provider's Data Processing Addendum (**"DPA"**), version [DPA_VERSION], available at [DPA_URL], is incorporated into this Agreement and applies where Provider processes personal data on Customer's behalf in a capacity covered by the DPA. A separately executed DPA replaces the published DPA for its specified subject matter. Processing of protected health information, payment-card data or other specially regulated data requires express authorization in the applicable Order Form and any additional legally required addendum. An applicable DPA or specialized addendum controls for its specified data-protection subject matter but does not modify the limitations of liability in Section 11 unless it expressly states otherwise.

7. Confidentiality

7.1 Confidential Information. "Confidential Information" means nonpublic information disclosed by a party (**"Discloser"**) to the other (**"Recipient"**) that is identified as confidential or reasonably should be understood to be confidential under the circumstances, including commercial, technical, financial, operational, product, security, pricing, roadmap and customer information, Customer Data and Provider IP. It excludes information Recipient can establish was publicly available without wrongful disclosure, already lawfully known without a confidentiality duty, received lawfully from an unrestricted third party, or independently developed without its use.

7.2 Protection and permitted disclosures. Recipient may use Discloser's Confidential Information only to perform or exercise rights under this Agreement or as otherwise expressly permitted. Recipient will protect it using at least reasonable care and not less than the care used for its own similar confidential information. Recipient may share it only with its and its Affiliates' personnel, contractors, subprocessors, professional advisers, auditors, insurers, financing sources, investors, potential acquirers and other representatives with a legitimate need to know and confidentiality duties or professional obligations at least as protective as this Agreement. Recipient is responsible for its representatives' breaches and will promptly notify Discloser of any known or suspected unauthorized use or disclosure of Confidential Information; provided that notification of incidents involving Customer Data is governed by Section 6.2 and any applicable DPA.

7.3 Required disclosure. Recipient may disclose Confidential Information when legally compelled or to establish its rights, provided it gives lawful advance notice where permitted, reasonably cooperates in seeking protective treatment and limits disclosure to what is required.

7.4 Return, retention and survival. On request following expiration or termination, Recipient will return or destroy Confidential Information and certify destruction on reasonable request, except copies required by law or reasonably retained in routine backup, security, compliance, accounting, legal or archival records; retained information remains subject to confidentiality obligations for so long as retained. This Section applies from the Effective Date and survives as provided in Section 12.4. Confidential Information is provided "as is" without any warranty of accuracy or noninfringement.

8. Availability and Support

8.1 Availability. Provider will use commercially reasonable efforts to make the production Services available during the applicable Subscription Term, subject to scheduled and emergency maintenance, Third-Party Services, Customer-controlled systems and circumstances outside Provider's reasonable control. Specific availability targets, exclusions, service levels and remedies apply only as expressly stated in the applicable Order Form or a support or service-level schedule incorporated into it.

8.2 Support. Provider will provide reasonable technical support for production Services through channels it makes available. Specific response targets and service levels apply only as stated in the applicable Order Form or an incorporated support schedule. Response targets are not guaranteed resolution times, and no service credits, refunds or additional termination rights arise from this Section unless expressly agreed.

9. Limited Warranty; Disclaimers

9.1 Production warranty and remedy. Provider warrants that production Services will materially conform to the applicable Documentation and Order Form during the Subscription Term. If they do not, Provider will use commercially reasonable efforts to correct the nonconformity or provide a reasonable workaround. If it cannot do so within a commercially reasonable period, either party may terminate the affected Services and Provider will refund prepaid, unused Fees attributable to the terminated portion. This is Customer's sole and exclusive remedy for breach of this limited warranty. The warranty does not cover AI Outputs, Reports, Beta Features, Third-Party Services, Customer Data or systems, Customer-selected integrations, unsupported uses or problems caused by Customer instructions or noncompliance.

9.2 Disclaimer. EXCEPT FOR SECTION 9.1, PROVIDER PROVIDES THE SERVICES, PROVIDER IP, DOCUMENTATION, AI OUTPUTS, REPORTS AND BETA FEATURES "AS IS" AND "AS AVAILABLE," AND DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, AVAILABILITY AND WARRANTIES FROM COURSE OF DEALING OR TRADE USAGE. PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, ACCURATE OR COMPLETE AI OUTPUTS, COMPATIBILITY WITH EVERY THIRD-PARTY SYSTEM, OR ANY PARTICULAR BUSINESS, FINANCIAL, OPERATIONAL, COMPLIANCE OR REGULATORY RESULT. PROVIDER DISCLAIMS WARRANTIES FOR THIRD-PARTY SERVICES. THE SERVICES AND OUTPUTS REQUIRE APPROPRIATE HUMAN REVIEW.

10. Indemnification

10.1 Indemnification by Provider. Subject to Section 11, Provider will defend and indemnify Customer, its Affiliates, and their respective officers, directors and employees against third-party claims alleging that: (a) the Services or Documentation, as provided by Provider and used in accordance with this Agreement, directly infringe or misappropriate a third party's United States patent, copyright, trademark or trade secret rights; (b) Provider breached its confidentiality obligations under this Agreement; or (c) Provider engaged in gross negligence or willful misconduct in performing this Agreement. Provider will pay resulting damages and reasonable costs finally awarded against the indemnified parties or agreed to in a settlement approved by Provider.

Provider will have no indemnification obligation to the extent a claim arises from Customer Data or instructions, AI Outputs based on Customer Data or instructions, Customer content, Customer systems or Customer-selected Third-Party Services, combinations not provided or approved by Provider, unauthorized modifications or uses, Beta Features, free or evaluation services, open-source software, or Customer-specified workflows, models, prompts, requirements or functionality. For intellectual property claims, this exclusion also applies to continued use after Provider has offered a non-infringing alternative or an applicable termination right.

If an intellectual property claim arises or Provider reasonably believes one may arise, Provider may, at its option and expense, procure the right for Customer to continue using the affected Services, replace or modify them with materially similar non-infringing functionality, or terminate the affected Services and refund prepaid Fees attributable to the unused portion of the affected Subscription Term.

10.2 Indemnification by Customer. Subject to Section 11, Customer will defend and indemnify Provider, its Affiliates, and their respective officers, directors and employees against third-party claims arising from: (a) Customer Data, instructions, content, systems, Customer-selected Third-Party Services or other Customer-supplied materials that infringe, misappropriate or violate a third party's intellectual property, privacy, data protection, confidentiality, contractual or other rights; (b) Customer's unlawful, prohibited or unauthorized use of the Services, Provider IP, AI Outputs or Reports; (c) Customer's breach of its confidentiality obligations under this Agreement; (d) Customer's gross negligence or willful misconduct; (e) Customer's violation of applicable terms governing Customer-selected Third-Party Services; or (f) Customer's decisions, actions or omissions based on AI Outputs, except to the extent directly caused by Provider's gross negligence, willful misconduct or material breach of this Agreement. Customer will pay resulting damages and reasonable costs finally awarded against the indemnified parties or agreed to in a settlement approved by Customer.

10.3 Indemnification Procedure. The party seeking indemnification will promptly notify the indemnifying party of

the claim, provide reasonable cooperation, and permit the indemnifying party to control the defense and settlement. Failure to provide prompt notice will relieve the indemnifying party only to the extent materially prejudiced. The indemnified party may participate in the defense with counsel of its choosing at its own expense. No settlement may impose an obligation or admission of liability on an indemnified party without its consent, unless the settlement provides a full release and imposes no such obligation or admission. Each party's indemnification obligations will be reduced proportionately to the extent the claim is finally determined to have resulted from the other party's gross negligence or willful misconduct.

10.4 Exclusive Remedy. This Section states the parties' exclusive contractual remedies for third-party intellectual property infringement or misappropriation claims covered by this Agreement.

11. Limitation of Liability

11.1 Aggregate Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING INDEMNIFICATION OBLIGATIONS, DEFENSE COSTS, CONFIDENTIALITY, DATA SECURITY AND OTHER CLAIMS, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES UNDER ALL ORDER FORMS ATTRIBUTABLE TO THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. IF THAT EVENT OCCURS DURING THE FIRST TWELVE (12) MONTHS OF THE AGREEMENT, THE CAP WILL EQUAL THE FEES COMMITTED FOR THE INITIAL TWELVE-MONTH PERIOD UNDER THE APPLICABLE ORDER FORMS. ALL CLAIMS SHARE ONE AGGREGATE CAP, WHICH DOES NOT MULTIPLY OR RESET BY CLAIM, INCIDENT OR CAUSE OF ACTION.

11.2 Excluded Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER SUCH DAMAGES WERE FORESEEABLE. THIS EXCLUSION DOES NOT PREVENT RECOVERY OF AMOUNTS PAYABLE TO THIRD PARTIES UNDER SECTION 10, WHICH REMAIN SUBJECT TO THE AGGREGATE CAP IN SECTION 11.1.

11.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 11.1 AND 11.2 DO NOT APPLY TO (A) CUSTOMER'S PAYMENT OBLIGATIONS, (B) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, (C) CUSTOMER'S INTENTIONAL INFRINGEMENT, MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OF PROVIDER IP, OR (D) LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED. EITHER PARTY MAY SEEK INJUNCTIVE OR OTHER NONMONETARY EQUITABLE RELIEF TO PROTECT ITS INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, SUBJECT TO APPLICABLE LAW.

12. Term; Termination

12.1 Agreement and Order Form terms. This MSA becomes effective on the effective date of the first accepted Order Form that incorporates it or, if separately executed, on the effective date stated in that executed MSA (the "**Effective Date**"), and remains in effect until terminated under this Section. Each Order Form has the term and renewal rights specified in that Order Form. Termination of the Agreement ends all then-active Order Forms, unless the parties expressly agree otherwise; ending one Order Form does not end the other Order Forms or this Agreement.

12.2 Termination rights. Unless notice expressly states otherwise, a right to terminate is exercised only for the affected Order Form. Either party may terminate an affected Order Form or this Agreement if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing the breach. Either party may terminate immediately upon written notice for a material breach that is not reasonably capable of cure.

Provider may suspend access in accordance with Section 2.5 during an applicable cure period when reasonably necessary to address security threats, prohibited use or other circumstances specified in that Section. Provider may terminate the affected Order Form if an undisputed payment obligation remains unpaid thirty (30) days after written notice of delinquency.

Either party may terminate immediately on written notice upon the other party's insolvency, bankruptcy proceeding, assignment for creditors or appointment of a receiver, to the extent permitted by law. Either party may terminate this Agreement on thirty (30) days' written notice when no Order Form is active. An Order Form may provide additional or more specific termination rights.

12.3 Effect. At expiration or termination of an Order Form, the corresponding access and license rights end immediately. Customer will cease use of affected Services and Provider IP and pay accrued Fees. Expiration or termination does not create a refund except where expressly provided. Customer may retain Reports as stated in Section 2.3; other Provider IP copies will be returned or deleted on request, subject to lawful retention. Provider may retain and dispose of Customer Data and related records as provided in Sections 5, 6 and 7 and the Security Measures.

12.4 Survival. The provisions that by their nature should survive will survive, including accrued payment rights; use restrictions; Reports retention limits; confidentiality; Provider IP and Customer Data rights; analytics and authorized retention; disclaimers; indemnification; liability limits; termination effects; equitable relief; and general provisions needed for enforcement. Security and data-protection obligations continue for retained Customer Data to the extent expressly required.

13. Insurance

Provider will maintain commercially reasonable insurance coverage appropriate to the nature of the Services, including commercial general liability, technology errors and omissions, and cyber liability insurance. Upon Customer's reasonable written request, Provider will provide a certificate of insurance evidencing such coverage. The existence or amount of insurance does not expand either party's liability under this Agreement.

14. General Provisions

14.1 Entire agreement and precedence. This Agreement, including accepted Order Forms and incorporated documents, is the entire agreement concerning the Services and supersedes prior proposals and discussions. The completed Commercial Order controls for the agreed commercial particulars, including Services, scope, fees, dates, payment terms and usage entitlements. Other Order Form provisions modify this MSA only to the extent they expressly state a different rule for a specific matter; this MSA otherwise controls. An applicable DPA or other specialized addendum controls solely for its specified subject matter as provided in Section 6.4, and this MSA otherwise controls over the Security Measures and other incorporated documents. Customer purchase orders, vendor-portal terms and procurement terms do not apply unless Provider expressly accepts them in a signed amendment.

14.2 Notices. Formal contractual notices must be in writing. Notices to Provider must be sent to legal@deepfabric.ai; notices to Customer must be sent to the address or email designated by Customer in its applicable Order Form, electronic signing record or subsequent written notice, or, if none is designated, to Customer's principal business address most recently provided to Provider. Notices may be delivered by personal delivery, recognized overnight courier, certified or registered mail, or email with confirmation of transmission, and are effective upon receipt. Routine operational, billing, usage and security communications may be sent through designated administrative channels unless formal notice is required.

14.3 Published versions and amendments. The MSA version identified in the accepted Order Form, together with the versions of the Security Measures and any applicable DPA identified in that MSA, governs that Order Form and its renewals unless the parties agree otherwise. A separately executed MSA or DPA governs to the extent expressly agreed. Provider may publish updated terms for future orders, but publication alone does not amend existing agreements. Any amendment or waiver of an existing agreement must be in writing and signed or electronically accepted by authorized representatives of both parties, except for permitted security-practice updates under Section 6.1 that do not materially reduce protection. Failure to enforce a provision is not a waiver.

14.4 Force majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, natural disaster, government action, war, terrorism, civil disturbance, labor disruption, internet outage or provider failure, except that these events do not excuse payment obligations.

14.5 Governing law and forum. Texas law governs, excluding its conflicts rules. Federal and state courts in Dallas

County, Texas have exclusive jurisdiction over disputes arising from this Agreement, and the parties submit to those courts. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.6 Compliance and exports. Each party will comply with laws applicable to its performance. Customer will determine whether its use of the Services and AI Outputs complies with applicable industry obligations and will comply with applicable United States export control and sanctions laws, including restrictions on prohibited destinations, recipients and uses.

14.7 Assignment and providers. Neither party may assign this Agreement without the other party's consent, not unreasonably withheld, conditioned or delayed, except to an Affiliate or in connection with a merger, reorganization, financing or sale of all or substantially all of its equity or assets, on written notice and written assumption by the assignee. No assignment releases the assignor without express consent. Provider may engage subcontractors, subprocessors and Third-Party Services to perform its obligations and remains responsible for their performance to the extent required under this Agreement.

14.8 Equitable relief. A breach of confidentiality or Customer's misuse of Provider IP may cause irreparable harm, and the affected party may seek injunctive or other equitable relief in addition to available remedies, without posting a bond to the extent permitted by law.

14.9 Publicity. Unless Customer objects in writing, Provider may identify Customer by name and logo on its website and standard customer lists consistent with Customer's published trademark guidelines. Provider will cease such public use within a commercially reasonable period after receiving Customer's written objection.

Provider will not publish a customer-specific case study, testimonial, customer quote, performance result or other substantive public statement regarding Customer's use of the Services without Customer's prior written approval. Provider may identify Customer confidentially to its investors, advisors, financing sources, potential acquirers and similar counterparties, subject to applicable confidentiality obligations.

14.10 Miscellaneous. The parties are independent contractors and neither may bind the other. If a provision is unenforceable, the rest remains in force and the parties will seek a valid replacement reflecting their intent. This Agreement benefits only the parties and permitted successors and assigns, except indemnified persons may enforce the indemnities expressly granted in Section 10. Electronic signatures and counterparts are valid for Order Forms and amendments. Section headings are for convenience only.