ACTIVEGRAF INC.

HOSTED SUBSCRIPTION AND SERVICES AGREEMENT

Hosted What If Cash and What If Bid Intelligence (No Software Delivered to Customer) (Version ID: HSSA-SF-v3.7-CW-2026-11-20)

This Hosted Subscription and Services Agreement, including the Order (Section 1.10) (this "Agreement"), is entered into electronically between ActiveGraf Inc., a Delaware corporation ("Company"), and the business customer identified in the Order ("Customer"), effective on the date Customer accepts it (the "Effective Date"). ACCEPTANCE AND AUTHORITY: BY CHECKING THE ACCEPTANCE BOX AND CLICKING THE BUTTON LABELED "I AGREE" (OR ANY BUTTON STATING THAT YOU AGREE, SUCH AS "I AGREE AND ACCEPT"), YOU ACCEPT THIS AGREEMENT ON BEHALF OF CUSTOMER, INCLUDING FOR USE OF THE HOSTED APPLICATION BY THE COVERED ENTITIES AND THEIR AUTHORIZED USERS (SECTION 2.11), AND REPRESENT THAT YOU ARE AUTHORIZED TO BIND CUSTOMER. IF YOU DO NOT AGREE, OR ARE NOT AUTHORIZED, DO NOT CLICK AND DO NOT USE THE HOSTED APPLICATION. This Agreement is accepted in the Service by an Authorized Signatory of Customer after Customer has sent the authorization email naming its entities, signatories, and users, and acceptance confirms that authorization (Section 2.11). This Agreement is offered only to businesses for business purposes, not to consumers. It renews automatically (Section 4.1), limits Company's liability (Sections 8.3 and 8.4), applies product-specific terms to the Product identified in the Order (Section 11), and, to the extent AI Features are made available and enabled, contains AI terms (Section 10). The parties agree as follows.

How This Service Works (Deal Positions)

The table below summarizes this Agreement for convenience. It is not part of the Agreement, and the numbered sections control.

What is being sold	Remote, browser-based access to a hosted instance of the Product named in the Order, What If Cash (WIC) or What If Bid Intelligence (WIB), via a link Company issues. No software, source code, object code, or copy is delivered, installed, or licensed onto Customer systems. Section 11 applies Part A to WIC and Part B to WIB, and only to the Product named in the Order.
Hosting	Cloud Infrastructure: for WIC, Microsoft Azure; for WIB, Vercel and Neon. Other subprocessors (including email and AI providers) are named in Section 5.6. Company may later use another reputable provider, remaining responsible for confidentiality and security terms materially consistent with this Agreement, and giving notice of subprocessor changes under Section 5.6.
Not a system of record	WIC refreshes from Customer's live Source System connection (QuickBooks Online, Acumatica, or Sage Intacct) when accessed. WIB is not the system of record for Customer's bid files. For both, Company does not keep historical snapshots for restoration.
Backups / restore	Backup and redundancy are the Cloud Infrastructure providers' standard, unmodified capabilities only. Company offers no application-level backup, retention schedule, recovery-point objective, or point-in-time restore — including as a paid add-on.

Access control	Access depends on possession of the hosted link and the Product's sign-in method (WIC: Microsoft Entra ID; WIB: emailed one-time code), with users approved by an administrator, and, if requested in the Order, a password. Customer decides whom to invite or approve. Company is not responsible for access that results from sharing the link, a password, or sign-in credentials, or from users Customer approves.
Who may look	Authorized Users operate the instance. Invitees (board, lender, advisor) may view Customer's own model or analysis. This is not a multi-client advisor, fractional-CFO, or bookkeeping-firm service.
Entities and signatories	Before acceptance, an authorized person at Customer sends one authorization email naming each entity, its Authorized Signatory, and the administrators and users. An Authorized Signatory of Customer then accepts once, in the Service, for Customer, including for use by the Covered Entities and their users; Customer is the only party and is responsible for them. Company may rely on that authorization and on the actions of authorized people without proof of authority or a power of attorney (Sections 2.11 and 2.12).
Requests and changes	No change orders. Requests go by email to Company with a copy to CustomerService@activegraf.com and are handled case by case. They do not amend this Agreement (Section 2.13). Updates to the authorization are made by email from an Authorized Signatory.
Concurrent edits	For WIC, multiple browser sessions may be open at once. The last successful save overwrites the persisted model. Company has no duty to restore an unsaved or superseded working copy.
Availability	No uptime SLA unless a signed order form states one. Company will use commercially reasonable efforts to keep the service available.
Data / AI	Customer owns Customer Data and Output that embodies it. Company will not sell Customer Data or, unless Customer opts in under Section 10.4(d), use it to train or improve any AI/ML model made available to anyone other than Customer.
AI Features	Applies only to the extent the Service makes AI Features available and they are enabled (Section 10); otherwise Section 10 has no effect. AI Output may be wrong and is not professional advice; Customer reviews it before relying on it. No training of models for others on Prompts or AI Output unless Customer opts in. AI Providers are subprocessors named in Section 5.6 and may be changed by notice. Customer may disable AI Features at any time. Existing liability caps apply; no IP indemnity for AI Output.
Breach notice	Without undue delay after discovery, and within 72 hours (or sooner if law requires), of unauthorized access to or disclosure of Customer Data from a breach of the Cloud Infrastructure or Company's own systems. Does not cover access obtained by sharing the link, a password, or sign-in credentials, or by users Customer invites or approves.

Liability	Company's aggregate cap: Fees paid or payable for the 12 months before the claim. Company's IP-indemnity cap and separate data-breach cap: 2× that amount each. No consequential damages. Carve-outs in Section 8.4.
Law / forum	North Carolina law. Exclusive venue in the state and federal courts in Charlotte, North Carolina.

1. Definitions.

1.1 "Authorized User" means an individual employee, officer, or contractor of a Covered Entity authorized by Customer to operate the Hosted Application, subject to any maximum in the Order.

1.2 "Connection Credentials" means tokens, keys, or other credentials created or provided when Customer authorizes or sets up a connection between the Hosted Application and a Source System.

1.3 "Hosted Application" means the hosted, browser-accessible instance of the Product identified in the Order, together with any user guides, written functionality descriptions, recorded training, or other materials Company makes available describing then-current functionality ("Documentation") and any updates Company deploys ("Updates"). Company hosts it on the Cloud Infrastructure and makes it available solely via a hosted link. Functionality is as made available through that instance from time to time. No source code, object code, or copy of Company's software is delivered or licensed. The Hosted Application, together with Company's sign-in portal and acceptance screen, is the "Service."

1.4 "Intellectual Property Rights" means all patent, copyright, trademark, trade-secret, and other intellectual property or proprietary rights recognized in any jurisdiction, including moral rights and similar rights.

1.5 "Invitee" means a person who is not an Authorized User and to whom Customer provides the hosted link, a password, or Output — including a board member, lender or other financing source, or outside advisor — solely in connection with Customer's internal evaluation of the matters the Product addresses (for WIC, Customer's cash position or plans; for WIB, Customer's bid preparation and bidding decisions).

1.6 "Customer Data" means (a) data, information, or content that Customer or its Authorized Users input, upload, or otherwise provide to the Hosted Application, and (b) data the Hosted Application ingests from a Source System at Customer's authorization. It does not include Company's software, models, methodologies, Documentation, or Usage Data.

1.7 "Output" means forecasts, projections, simulations, bid analyses, benchmarks, price indications, reports, dashboards, PDFs, or other analytical content the Hosted Application generates from Customer Data.

1.8 "Source System" means, if the Product connects to one, Customer's QuickBooks Online company file(s) (including QuickBooks Online Advanced and Intuit Enterprise Suite / Intuit Enterprise Online, as applicable) or another accounting or ERP system (such as Acumatica or Sage Intacct, where the Product offers it) or other external system Customer authorizes the Hosted Application to read through an available API.

1.9 "Usage Data" means technical and operational data about use of the Hosted Application that does not include the substance of Customer Data.

1.10 "Order" means the Product, the plan, subscription term (including any start date later than the Effective Date and any Renewal Term different from the Initial Term), Subscription Fee and any other Fees, billing frequency, any free or discounted evaluation period (a "Trial Period") and its length and cost, number of Authorized Users, entities, or instances, any termination-notice period other than this Agreement's default, and optional features (including whether AI Features are included or enabled,

whether a password is requested, and any onboarding hours, support hours and time zone, or number of support contacts), in each case as stated in the order form that Company completes for Customer from its standard template and sends to Customer before acceptance, and that is displayed on, or linked from, the in-Service acceptance screen when Customer accepts this Agreement, and in each later order form that Company issues and an Authorized Signatory of Customer accepts in the same way (which adds to or replaces the earlier Order as it states), together with Customer's legal name and Notice Email recorded there (support contacts are given in the Authorization, Section 2.11). For a negotiated deal, "Order" also means a separate order form signed by both parties that incorporates this Agreement; only a signed order form may add an uptime or service-level commitment (Section 5.3) or a longer data-export window (Section 5.4), and neither is available through a standard Order. The Order is part of this Agreement. If they conflict, a signed order form controls over a standard Order, and a standard Order controls over the rest of this Agreement; however, acceptance-screen text and emails cannot override or expand Company's obligations or liability under Sections 5, 7, 8, 10, or 11, which a signed order form can change only by expressly naming the provision it changes. Where the Order is silent on a matter, the default stated in this Agreement applies.

1.11 "Product" means What If Cash, Company's interactive cash forecasting application ("WIC"), or What If Bid Intelligence, Company's bid intelligence and analytics application ("WIB"), as identified in the Order. Company's in-Service acceptance screen for a Product identifies that Product when Customer accepts this Agreement. If an Order does not name a Product, the Product is the one whose acceptance screen Customer used to accept this Agreement. Section 11 (Product-Specific Terms) applies to the Product identified in the Order.

1.12 "Affiliate" means an entity that controls, is controlled by, or is under common control with Customer, where "control" means owning more than fifty percent (50%) of the voting interests of an entity or having the power to direct its management and policies, and only for as long as that control exists.

1.13 "Covered Entity" means Customer and each Affiliate named in the Authorization.

1.14 "Authorized Signatory" means an individual named in the Authorization as authorized to act for a Covered Entity, who is an owner, officer, manager, or other person that the Covered Entity has authorized. This Agreement must be accepted by an Authorized Signatory of Customer.

1.15 "Authorization" means the email that an owner, officer, or other person with authority to act for Customer sends, before this Agreement is accepted, from that person's business email address to CustomerService@activegraf.com, and in which Customer names its Covered Entities, Authorized Signatories, administrators, and Authorized Users and gives the other information Company asks for, together with each later update sent by an Authorized Signatory in the same way.

1.16 "Account Record" means Company's record of the individuals and information in the Authorization and of the account that accepted this Agreement. The "Notice Email" is the notice email address stated in the Order or, if none is stated, the email address of the Authorized Signatory who accepted this Agreement, in each case as updated by an Authorized Signatory of Customer under Section 2.11(d).

2. Access and Use.

2.1 **Grant.** Subject to this Agreement, Company grants Customer a non-exclusive, non-transferable, revocable right for Authorized Users to remotely access and use the Hosted Application, via the hosted link(s) Company provides, solely for Customer's own internal business purposes. No installation, download, or hosting of software by Customer is permitted. Company may host or offer the Hosted Application or any other product to other customers in its discretion. Customer shall comply with Company's then-current browser, connectivity, and device requirements and is responsible for its own network, devices, and Source System accounts.

2.2 **Invitees; not for multi-client use.** Customer may permit Invitees to view the Hosted Application through the hosted link, or to receive Output, solely to evaluate the matters described in Section 1.5 for Customer itself. Invitees are not Authorized Users. Customer shall not use the Hosted Application as a service bureau, to host models for unaffiliated operating companies as a commercial service, or to substitute for a separate ActiveGraf subscription those companies would otherwise require. This form is an end-user subscription for the operating company named as Customer, not a subscription for a fractional CFO, bookkeeping firm, estimating or bid consultant, or other intermediary to run unaffiliated client companies on Customer's instance, except to the extent an Invitee merely views Customer's own model.

2.3 **No software license; no ownership.** This Agreement grants remote access only. Customer receives no copy of the Hosted Application and no license under Company's Intellectual Property Rights except the access right in this Section 2. This is not a sale of software. Customer has no ownership interest in the Hosted Application or any copy of it. Except for rights expressly granted, Company reserves all rights in the Hosted Application and Documentation. Company retains sole possession, custody, and control of all software, servers, and infrastructure used to provide the Hosted Application at all times.

2.4 **Responsibility for users and the link.** Customer is responsible for all acts and omissions of each Covered Entity, its Authorized Users, and Invitees, and for all access through the hosted link and through the sign-in credentials, one-time codes, and approvals that it or its users obtain or give, as if they were Customer's own. Customer shall promptly notify Company of suspected unauthorized use of the link, any password, or any sign-in credential and shall ask Company to disable or replace the link or password, or to remove a user's access, when an individual's access should end. Customer shall also promptly notify Company in writing of any other breach or suspected breach of this Agreement that comes to its attention and shall cooperate with Company in any action to prevent or stop unauthorized access to or use of the Hosted Application.

2.5 **Restrictions.** Customer shall not, and shall not permit any person to: (a) sell, sublicense, distribute, transfer, share, or otherwise make available the Hosted Application, the hosted link(s), or any password except to Authorized Users and Invitees as permitted in this Section 2; (b) access, copy, or attempt to reconstruct source code, object code, or underlying architecture, algorithms, or non-public APIs, or reverse engineer, decompile, or disassemble the Hosted Application, except to the extent applicable law prohibits that restriction; (c) use bots, scrapers, crawlers, or other automated means, or probe, scan, or test vulnerability of, or attempt to breach security or authentication measures of, the Hosted Application or Company's systems, other than through interfaces and integrations Company makes generally available; or (d) use the Hosted Application to build, or help a third party build, a competing product or service. Customer is solely responsible for evaluating suitability and for using the Hosted Application in accordance with this Agreement and any Documentation.

2.6 **Sanctions.** Customer will not access or use the Hosted Application from or in any country, or in any other manner, prohibited by applicable U.S. economic sanctions or export-control laws, including those administered by OFAC, and represents that neither Customer nor, to Customer's knowledge, any Authorized User is a sanctioned person or entity.

2.7 **Access credentials.** Access to the Hosted Application depends on possession of the hosted link(s) Company provides and on the sign-in method the Product uses: for WIC, Microsoft Entra ID sign-in, with access then approved by an administrator within WIC; for WIB, a one-time sign-in code sent by email, or another sign-in method Company provides, with access granted by an administrator. If Customer requests one in the Order, Company will also set a password and provide it to Customer's support contact. Customer is solely responsible for safeguarding the link(s), any password, and its users' sign-in accounts and codes, for deciding who may receive them, and for the users it invites or approves. Company does not otherwise verify who an individual user is or whether a user that Customer invites or approves is an Authorized User or an Invitee. Any use through the hosted link(s) or a sign-in that Customer has approved, by any person, is deemed Customer's use for all purposes of this Agreement, including Section 8.2. If a password is requested, Company will implement it and any later change Customer's support contact requests in writing; Company has no independent duty to monitor, rotate, or verify the security of the link, any password, or Customer's users' accounts.

2.8 **Delivery of access.** After acceptance of this Agreement and, if Company so requires, payment of the first invoice (Section 3.1), Company will provide or confirm the hosted link(s) and any requested password.

2.9 **Marks.** Customer shall not use Company's trademarks except as Company displays them in the Hosted Application or on Output Company generates. Company may display its own marks in the hosted interface and on PDF or print Output. Company may identify Customer by name and use Customer's logo as a customer reference, unless Customer opts out by written notice taking effect fifteen (15) days after receipt.

2.10 **Records; audit.** If the Order specifies a maximum number of Authorized Users or otherwise ties Fees to usage, Customer shall maintain records reasonably required to verify compliance, and Company may audit those records, or Customer's use of the Hosted Application, from time to time to verify compliance with this Agreement, at Company's expense, provided that if an audit shows Customer owes more than it paid, Customer shall pay the shortfall and bear the reasonable cost of the audit.

2.11 **Covered Entities; Authorization.** (a) Use. Authorized Users of each Covered Entity may use the Hosted Application under this Agreement solely for that Covered Entity's own internal business purposes, within any maximum number of entities, instances, or Authorized Users in the Order. (b) Customer responsible. Customer is the only party to this Agreement. It accepts this Agreement for itself, including for use by each Covered Entity and all of their Authorized Users, so no Covered Entity or Authorized User needs to accept it separately; it represents that it has the authority to do so and to cause each Covered Entity to comply, and is responsible for each Covered Entity's acts and omissions as if they were its own. Customer pays all Fees. No Covered Entity other than Customer has rights under this Agreement (Section 9.6). Customer will ensure that any claim of a Covered Entity, Authorized User, or Invitee relating to the Hosted Application is brought only by Customer, and Section 8.2(e) applies. (c) Authorization first, then acceptance. Customer sends the Authorization before it accepts this Agreement. Company sets up access for the Covered Entities, administrators, and Authorized Users named in it. An Authorized Signatory of Customer then signs in and accepts this Agreement in the Service. Acceptance confirms the Authorization. No one may use the Hosted Application for Customer until this Agreement has been accepted. (d) Updates. An Authorized Signatory may update the Authorization at any time in the same way, to add or remove a Covered Entity, Authorized Signatory, administrator, or Authorized User. Only an Authorized Signatory of Customer may add or remove a Covered Entity or change the Notice Email, and an Authorized Signatory of another Covered Entity may update only that entity's signatories and users. An update is not a change order or an amendment of this Agreement. Use beyond any maximum in the Order is charged at Company's then-current standard rates, prorated for the rest of the then-current Term. Administrators may manage ordinary user access within the Service. (e) Declarations. Customer represents that each statement in the Authorization is accurate, that each Covered Entity other than Customer is an Affiliate, that each person named as an

Authorized Signatory is authorized to act for the entity named, and that it has the right to submit the data of each Covered Entity and to connect each Source System of a Covered Entity. (f) Ceasing to be an Affiliate. Customer will update the Authorization within thirty (30) days after a Covered Entity stops being an Affiliate. Its access ends when it stops being an Affiliate, and Company may disable it when Company learns of that. Section 5.4 applies to that entity's data on Customer's written request. (g) No intermediaries. This Section does not permit use for any entity that is not an Affiliate, and Section 2.2 continues to apply.

2.12 **Reasonable reliance; no proof of authority.** (a) Reliance. Company may rely on, and Customer is bound by (and is responsible for each Covered Entity as to), any click, email, instruction, declaration, approval, notice, or request that Company reasonably believes was made by the individual who sent the Authorization, the individual who accepted this Agreement, or an Authorized Signatory (and, for ordinary account and user matters, by an administrator or Authorized User within their role). (b) No proof of authority. Company need not obtain, and Customer will not require Company to obtain, a power of attorney, board resolution, incumbency certificate, or other proof of anyone's authority. (c) Reasonable reliance. Reliance is reasonable if (i) for a Reserved Matter, the email comes from the address that the Authorization gives for an Authorized Signatory of Customer; (ii) for any other matter, the email comes from an address in the Account Record or from the same business email domain as an Authorized Signatory, not counting a domain of a public email provider; or (iii) an action in the Service is taken through an account that the Account Record associates with that individual after the account has signed in; and in each case Company had no actual knowledge that the person lacked authority. (d) Reserved Matters. Only an Authorized Signatory of Customer may give instructions on termination or non-renewal, an AI opt-in under Section 10.4(d) or its withdrawal, adding or removing a Covered Entity or an Authorized Signatory of Customer, changing the Notice Email, and data export or deletion ("Reserved Matters"). The instruction is effective when received. Before Company terminates this Agreement or deletes Customer Data on such an instruction, Company will send a confirmation email to the Notice Email and to each Authorized Signatory of Customer and wait one (1) business day for any objection. For other Reserved Matters Company may do the same. Doing so does not affect Company's right to rely. (e) Lack of authority. If a person who acted lacked authority, Customer remains bound as to Company's reasonable reliance, Customer's remedy is against that person, and Customer releases Company from claims arising from that reliance, including claims based on Company's ordinary negligence, except for Company's gross negligence or willful misconduct. (f) Changes in authority. Customer will promptly update the Authorization when any person's authority ends and will promptly notify Company if an account or email address used for this Agreement may have been compromised. Reliance remains reasonable until two (2) business days after Company receives that update or notice.

2.13 **Requests; no amendments.** (a) Requests. Customer's support, configuration, onboarding, scheduling, and other requests are made by email to the Company contact Customer has been given, with a copy to CustomerService@activegraf.com, and are handled by Company case by case. A request is received when that copy is received. (b) No amendment. A request, Company's response, or any accommodation Company makes does not amend this Agreement or the Order, create a change order, waive any term, or create a course of dealing. Company may decline a request or, after telling Customer, charge for it at its then-current rates. (c) Binding items. The Authorization (Section 2.11), an AI opt-in under Section 10.4(d), notices under Sections 4.2, 5.6(d), and 9.4, and requests under Sections 2.9, 5.4, and 10.8 are binding as stated in those Sections.

3. Fees.

3.1 **Subscription Fee.** Unless a Trial Period applies under the Order and Customer timely opts out under Section 4.1, Customer shall pay the subscription fee in the Order (the "Subscription Fee"), in full and in advance for each billing period shown in the Order (or annually in advance if none is shown), plus any additional fees in the Order (together with the Subscription Fee, "Fees"). Company will invoice the

Subscription Fee for the first billing period on acceptance (or, if a Trial Period applies, when the Trial Period expires unless Customer has advised Company in writing before then that it will not continue), and for each later billing period before it starts (and, for annual billing, at least thirty (30) days before each Renewal Term starts). Each invoice is due on receipt and payable by ACH, wire, or another method Company generally offers and the parties agree in writing. Company may withhold access for the first billing period until its invoice is paid, and may suspend access for a later billing period under Section 3.3(b) if its invoice is unpaid. Fees are invoiced and paid outside the Service; the Service does not collect payment. Company may change the Subscription Fee for any Renewal Term by written notice to Customer at least ninety (90) days before that Renewal Term starts (or, if longer, at least thirty (30) days before the last day for notice under Section 4.2), and will repeat it in the renewal reminder under Section 4.1; the changed Subscription Fee applies from that Renewal Term unless Customer ends this Agreement under Section 4.2.

3.2 **Other amounts; late charge; taxes.** Amounts other than the Subscription Fee are due thirty (30) days after the invoice date. Any invoiced amount not paid by the later of its due date and twenty-five (25) days after its invoice date accrues a service charge of one and one-half percent (1½%) per month on the unpaid balance from that day, and may lead to suspension under Section 3.3. Customer shall pay all taxes and similar charges on the subscription other than taxes on Company's net income, and shall indemnify Company against failure to do so.

3.3 **Suspension.** Company may suspend access: (a) immediately, if Company reasonably determines that access presents a security, legal, or operational risk to the Hosted Application, Cloud Infrastructure, or another customer, or that Customer is in breach of Section 2.5, 2.6, or 10.7; or (b) on ten (10) days' prior written notice, if any Fee is past due. Suspension does not relieve Customer of Fees. Company will restore access promptly after the reason is cured, unless the Agreement has been terminated.

4. Term and Termination.

4.1 **Initial Term; renewal; trial.** The initial term ("Initial Term") is the period in the Order (or twelve (12) months if the Order states none), starting on the Effective Date (or any later start date stated in the Order) or, if a Trial Period applies, the day after the Trial Period ends, unless Customer advises Company in writing before the Trial Period expires that it will not continue — in which case access ends then and no Subscription Fee is due for the Term. Company will use commercially reasonable efforts to send a reminder before a Trial Period expires; failure to send one does not extend the Trial Period or prevent the Initial Term from starting. Unless ended earlier under Section 4.2 or 4.3, this Agreement automatically renews for successive terms of the same length as the Initial Term (each, a "Renewal Term"), unless the Order specifies a different Renewal Term. Company will email a renewal reminder to the Notice Email no more than forty-five (45) and no fewer than thirty-five (35) days before each Renewal Term starts, stating the renewal date, the Subscription Fee for the Renewal Term, any other changed terms, and how to cancel. The Initial Term and all Renewal Terms are the "Term." A Trial Period is not part of the Term.

4.2 **End-of-Term termination.** Either party may end this Agreement for any reason, effective only at the end of the then-current Term, by written notice given at least the number of days in the Order (or thirty (30) days if none is stated) before that Term ends. That notice is not a mid-Term cancellation. Fees paid or payable for the then-current Term remain earned and non-refundable, except as expressly set forth in Section 4.3, Section 5.5(f), Section 5.6(d), Section 7.1, or Section 8.1.

4.3 **Termination for cause.** Either party may terminate by written notice if the other party (a) fails to pay any amount due within thirty (30) days after written notice of nonpayment, (b) commits a material nonmonetary breach that, if curable, is not cured within thirty (30) days after written notice, or (c) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary bankruptcy petition, has a receiver appointed for its business or assets, becomes subject to bankruptcy or insolvency proceedings, or winds up or liquidates. If Customer terminates under clause (b) for Company's breach, Company will refund the prepaid Subscription Fee for the unused remainder of the then-current Term.

4.4 **Effect; survival.** On termination or expiration, access ends immediately, and Company's duties to provide the Hosted Application and support end. Data-export rights are in Section 5.4. Payments are non-refundable except as expressly set forth in Section 4.3, Section 5.5(f), Section 5.6(d), Section 7.1, or Section 8.1. Sections 2.3, 2.4, 2.5, 2.7, 2.11(b), 2.12, 3 (as to unpaid Fees), 5.1, 5.3, 5.4, 5.5, 5.6, 7.2, 7.3, 8, 9, 10.1, 10.2, 10.3, 10.4, 10.5, 10.9, B.3, and B.4, and any other provision that by its nature should survive, survive termination.

5. Customer Data; Hosting; Source Systems.

5.1 **Ownership; limited processing license; no sale or model training.** As between the parties, Customer owns Customer Data and Output to the extent the Output embodies Customer Data. Company owns the Hosted Application, its hosted publishing environment, Documentation, Usage Data, and all Intellectual Property Rights in Company's models, methodologies, and software. Customer grants Company a limited, non-exclusive, worldwide license to access, use, process, store, and transmit Customer Data and Output solely as necessary to provide, maintain, secure, and support the Hosted Application for Customer and to comply with law. Company will not sell Customer Data and, unless Customer opts in under Section 10.4(d), will not use Customer Data to train, tune, or improve any artificial intelligence or machine learning model that is made available to anyone other than Customer. Company may use Usage Data to operate, secure, and improve the Hosted Application.

5.2 **Security; infrastructure; breach notice.** Company will maintain reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Customer Data, appropriate to the access model described in Section 2.7, including the Cloud Infrastructure's platform-

level controls, encryption of data in transit over public networks using then-current industry-standard protocols (such as HTTPS/TLS) where supported by Customer's browser and the Cloud Infrastructure, and encryption of Connection Credentials by the application before they are stored, using an encryption key kept separately from the database. Customer acknowledges that it has chosen that access model, including whether to request a password under Section 2.7 and the Order and whom to invite or approve as users. Company hosts the Hosted Application and Customer Data processed through it on the third-party cloud and hosting services engaged by Company for the Product and named in Section 5.6(b) (for WIC, Microsoft Azure; for WIB, Vercel, Neon, and Microsoft 365) (together, the "Cloud Infrastructure"), and may later host on another reputable third-party cloud provider's infrastructure, subject to Section 5.6(c), provided Company remains responsible for that provider's compliance with obligations materially consistent with this Agreement's confidentiality and security terms. Company will notify Customer without undue delay after discovery of unauthorized access to or disclosure of Customer Data from a breach of the Cloud Infrastructure or Company's own systems, immediately where N.C. Gen. Stat. § 75-65 or other applicable law so requires, and in any event within seventy-two (72) hours, and will provide information reasonably available to assist Customer's own notification obligations, if any. Because Customer decides who receives the hosted link, any password, and sign-in access, and whom to invite or approve (Section 2.7), Company has no obligation under this Section 5.2 to notify Customer of unauthorized access resulting from the disclosure, loss, or misuse of the link, any password, or any Customer user's sign-in credentials or codes, or from access that Customer or its users invite or approve. Customer shall notify Company promptly if it believes the link, a password, or a user's sign-in credentials have reached someone who should not have them.

5.3 **Backups; no restoration of prior state; availability.** Company relies solely on the Cloud Infrastructure's standard backup, redundancy, and disaster-recovery capabilities. Company provides no application-level backup, retention schedule, or recovery-point objective for Customer Data beyond the Cloud Infrastructure's standard, unmodified offerings, and may rely on that provider's backup practices as they change. Company has no obligation to restore, reconstruct, or "roll back" Customer Data to any prior point in time, whether as part of the Hosted Application, support, or otherwise. For WIC, the Hosted Application refreshes and synchronizes Customer Data from Customer's live Source System connection each time it is accessed, rather than serving as a system of record, so Company does not maintain historical snapshots or archives of Customer Data for restoration. For WIB, the Hosted Application is not a system of record for Customer's bid files or source documents, and Company does not maintain historical snapshots or archives of Customer Data for restoration. Customer is solely responsible for maintaining its own books, records, and backups of the underlying source data (for WIB, including its bid files and source documents). Except as a signed order form expressly states, Company does not guarantee any specific uptime or availability, but will use commercially reasonable efforts to make the Hosted Application available and to give courtesy notice of scheduled maintenance expected to materially affect availability. That notice is not a condition of Company's right to maintain or update the service and is not a service-level commitment.

5.4 **Data return and deletion.** For WIC, Company does not routinely access Customer's instance; for WIB, Company personnel access the files Customer provides to Company in order to prepare analysis packs. Company does not generate or print PDF or other views on Customer's behalf; Customer may print or export PDF views itself while it has access. On expiration or termination, Company will, on Customer's written request within thirty (30) days after the termination date (or a longer window in a signed order form, if any), make available a CSV or similar file of plan data and stored assumptions (for WIC), or of the saved analyses and records (for WIB), then persisted in the instance, without committing that the file is complete, reconstitutable as a running model, or a substitute for Source System data. Company has no obligation to return data residing only in a Source System, or to produce PDF or print packs. After that window, Company may delete Customer Data from active systems per its standard practices,

subject to its right to retain data as required by law or in the Cloud Infrastructure provider's standard backup archives until they cycle out in the ordinary course.

5.5 **Source Systems.** This Section 5.5 applies to the extent the Product connects to a Source System, as WIC does. (a) Customer is responsible for obtaining and maintaining all rights, consents, and accounts needed to connect each Source System, including compliance with the terms of service and API terms of Intuit, Acumatica, Sage, or any other Source System vendor. (b) The connection is read-only; the Hosted Application does not write back to a Source System. Company connects through applications it has registered with the Source System vendor or, where the vendor or Customer's setup requires it, through an application registered in Customer's own account; neither makes the vendor a Company subprocessor (Section 5.6(b)). (c) Customer authorizes Company to store Connection Credentials in encrypted form in the production database to operate the instance. The encryption key is kept separately from the database, and access to it is limited to Company personnel who need it to operate the Hosted Application. (d) Multiple Source System company files may feed one instance where Company has configured it to do so. (e) Company is not responsible for Source System availability, API changes, rate limits, revoked authorizations, or the accuracy or completeness of Source System data, and an outage or change of a Source System is not a breach of this Agreement by Company. (f) If a Source System vendor changes, restricts, or revokes API access or its developer terms, Company may modify, suspend, or discontinue the affected integration to the extent reasonably necessary, and has no liability for that vendor's change. If the change makes the Hosted Application's core functionality permanently unavailable, either party may terminate this Agreement by written notice, and Company will refund the prepaid Subscription Fee for the unused remainder of the then-current Term. (g) Onboarding. Company may help Customer connect each Covered Entity's Source System during onboarding. Customer authorizes each connection for the Covered Entities named in the Authorization and will enter or approve the credentials or authorizations itself; Company will not keep them except as Connection Credentials stored under clause (c).

5.6 **Personal information; subprocessors.** (a) Personal information. To the extent Customer Data includes personal information protected by applicable privacy law, Company will process it only on Customer's behalf to provide the Hosted Application and as permitted by Section 5.1; will not sell or share it, or retain, use, or disclose it for any other purpose; will bind its personnel to confidentiality; and will use only subprocessors bound by terms materially as protective as this Section 5.6 or, for AI Providers, as stated in Section 10.4. (b) Current subprocessors. As of the Effective Date, Company uses, and Customer authorizes Company to use, the following subprocessors for the Product identified in the Order. Each provider named below includes any affiliate or successor through which it provides the named service to Company. For WIC: Microsoft Corporation (Microsoft Azure), for application hosting (Azure App Service), the production database (Azure Database for PostgreSQL), sign-in (Microsoft Entra ID), and invitation email (Azure Communication Services Email), currently in the United States. For WIB: (i) Vercel Inc., for application hosting, serverless functions, and scheduled jobs; (ii) Neon, Inc., for the managed Postgres database used for sign-in, access management, and assistant records; (iii) Plus Five Five, Inc. (Resend), for sign-in and notification email; and (iv) Microsoft Corporation (Microsoft 365 / OneDrive for Business), for storing files Customer provides to Company outside the Service and the analysis packs Company derives from them. For either Product, to the extent AI Features are made available and enabled: (v) Vercel Inc. (Vercel AI Gateway), for routing Prompts and AI Output; and (vi) the third-party AI model providers that Company selects and accesses through that gateway, currently Anthropic, PBC (Claude models) as the first choice, with Amazon Web Services, Inc. (Amazon Bedrock) and Google LLC (Google Cloud Vertex AI) as fallbacks. Source System vendors, including Intuit Inc. (QuickBooks Online), Acumatica, Inc., and Sage Intacct, Inc., are not Company subprocessors: each is Customer's own provider under Customer's own agreement, and Company only reads data from it, at Customer's direction, under Section 5.5. (c) Changes. Company may add or replace a subprocessor by giving Customer notice, by email to the Notice Email address or by in-Service notice, at least fifteen (15) days

before the change takes effect, naming the subprocessor and describing its function, or, for an emergency replacement made for security, availability, or legal reasons, as soon as reasonably practicable. A change made under this Section 5.6 does not require Customer's acceptance under Section 9.5 or Section 9.7. Company may also post the current list on its website; a posted list that differs from Section 5.6(b) because of a change made under this Section 5.6(c) reflects that change. (d) Objection; termination. If Customer, reasonably and in good faith, objects in writing within fifteen (15) days after that notice on a material ground relating to the protection of Customer Data, the parties will discuss the objection in good faith, and Company may offer a reasonable alternative, such as not using the subprocessor for Customer Data or disabling the affected functionality. If the objection is not resolved within thirty (30) days after it is made, Customer may terminate this Agreement by written notice given within thirty (30) days after that period ends, and Company will refund the prepaid Subscription Fee for the unused remainder of the then-current Term. An objection that relates only to an AI Provider is resolved if Company disables, or offers in writing to disable, the AI Features for Customer. If Customer does not object in time, it is deemed to have accepted the change. (e) Responsibility. Except for a Source System vendor acting at Customer's direction (Section 5.5), Company remains responsible for its subprocessors' compliance with obligations materially consistent with this Agreement's confidentiality and security terms, to the same extent as for the Cloud Infrastructure under Section 5.2, and subject to Sections 7 and 8. (f) Assistance; data processing addendum. Company will reasonably assist Customer, at Customer's expense, with consumer or data-subject requests and legally required assessments. On Customer's written request, the parties will negotiate in good faith a data processing addendum consistent with this Section 5.6.

6. Onboarding and Support.

6.1 **Onboarding and Technical Support.** Company's onboarding obligation is to create Customer's instance and provide the hosted link to the support contact named in the Authorization. Any Source System connection assistance, initial model setup, or working session Company provides is a courtesy, or as described in the Order, and is not an ongoing obligation unless the Order states a fixed onboarding scope. Additional onboarding or training beyond that scope may be provided at Company's then-current hourly rate unless otherwise agreed in writing. While Fees are current, Company will provide Customer's designated support contact(s) (no more than the number in the Order or, if the Order states none, the number Company's standard support offering allows) with technical support on operation of the Hosted Application during the business hours and time zone in the Order (or, if the Order states none, Company's standard support hours as stated on its website or within the Service), responding via Company's designated channel with a response and either a resolution or an estimated time to resolve. A feature request may be answered with a custom-solution cost estimate or taken under advisement. If Output appears wrong, Company will use commercially reasonable efforts to help identify whether the cause is an input, a Source System issue, a configuration issue, or a defect — that help is not a warranty that any forecast will match future cash.

6.2 **Updates; exclusions.** Company may deploy Updates at no additional cost while the subscription is current. Because the Hosted Application is hosted, Company applies Updates directly; continued access after an Update is acceptance of it. Company will use reasonable efforts to give advance notice before an Update that materially reduces core functionality. Support covers the standard Hosted Application as accessed through supported browsers and connectivity, and excludes (a) errors from other than ordinary or approved use, including unsupported browsers, third-party software, or Customer's network or internet connectivity; (b) training persons other than the support contact; and (c) additional features, functionality, or customizations. Company may offer (a)–(c) under a separate services agreement. Restoring, reconstructing, or rolling back Customer Data to a prior point in time is excluded entirely and is never available as a paid or unpaid service (see Section 5.3). Customer will cooperate in support, including providing timely, accurate information; if it does not, Company is relieved of related support duties.

7. Limited Warranty; Disclaimer.

7.1 COMPANY WARRANTS TO CUSTOMER THAT, DURING THE TERM, THE HOSTED APPLICATION, WHEN PROPERLY ACCESSED AND USED IN ACCORDANCE WITH THIS AGREEMENT, WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE MATERIAL FUNCTIONALITY DESCRIBED IN ANY DOCUMENTATION THEN MADE AVAILABLE TO CUSTOMER. COMPANY DOES NOT WARRANT ERROR-FREE OR UNINTERRUPTED OPERATION, DOCUMENTATION, OR TRAINING, AND DISCLAIMS LIABILITY ON ACCOUNT THEREOF. COMPANY'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY, FOR BREACH OF THIS WARRANTY IS THAT COMPANY WILL USE COMMERCIALLY REASONABLE EFFORTS TO CORRECT THE NONCONFORMITY. IF COMPANY DOES NOT CURE A MATERIAL NONCONFORMITY WITHIN THIRTY (30) DAYS AFTER RECEIVING WRITTEN NOTICE DESCRIBING IT IN REASONABLE DETAIL, CUSTOMER MAY TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE PREPAID SUBSCRIPTION FEE ALLOCABLE TO THE REMAINING UNUSED PORTION OF THE THEN-CURRENT TERM. THAT REFUND IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. THE WARRANTY DOES NOT APPLY TO THE TRIAL PERIOD, OR TO ANY NONCONFORMANCE CAUSED BY: (I) A SOURCE SYSTEM, BROWSER, NETWORK, OR INTERNET FAILURE; (II) CUSTOMER DATA OR ASSUMPTIONS; (III) USE OTHER THAN AS PERMITTED; (IV) A COMBINATION WITH THIRD-PARTY MATERIALS NOT APPROVED IN WRITING BY COMPANY; OR (V) SUSPENSION OR TERMINATION UNDER THIS AGREEMENT.

7.2 THE HOSTED APPLICATION MAY GENERATE FORECASTS, PROJECTIONS, SIMULATIONS, THRESHOLD-RISK ESTIMATES, BID ANALYSES, BENCHMARKS, PRICE INDICATIONS, OR OTHER ANALYTICAL OUTPUT BASED ON CUSTOMER DATA, ASSUMPTIONS, AND COMPANY'S METHODOLOGIES. SUCH OUTPUT IS DECISION-SUPPORT INFORMATION. IT IS AN ESTIMATE, NOT A GUARANTEE OF FUTURE RESULTS, AND MAY VARY MATERIALLY FROM ACTUAL OUTCOMES. COMPANY MAKES NO WARRANTY THAT ANY OUTPUT WILL BE ACCURATE OR SUITABLE FOR ANY PARTICULAR BUSINESS, CREDIT, INVESTMENT, ACCOUNTING, BIDDING, PRICING, OR OTHER DECISION. CUSTOMER IS SOLELY RESPONSIBLE FOR INDEPENDENTLY EVALUATING OUTPUT BEFORE RELYING ON IT. COMPANY'S WILLINGNESS TO HELP INVESTIGATE INPUTS OR CONFIGURATION WHEN OUTPUT LOOKS WRONG IS A SUPPORT COMMITMENT UNDER SECTION 6.1, NOT A WARRANTY OF FUTURE CASH, ANY BID OUTCOME, OR ANY PARTICULAR RESULT.

7.3 EXCEPT FOR THE EXPRESS LIMITED WARRANTY IN SECTION 7.1, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED (IN FACT OR BY OPERATION OF LAW), STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, WITH RESPECT TO THE HOSTED APPLICATION, DOCUMENTATION, OUTPUT, SERVICES, OR ANY PRODUCT, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING THOSE OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE HOSTED APPLICATION IS NOT A SUBSTITUTE FOR PROFESSIONAL ACCOUNTING, ESTIMATING, PROCUREMENT, LEGAL, TAX, OR INVESTMENT ADVICE.

8. Indemnification; Limitation of Liability; Confidentiality.

8.1 **Company indemnity.** Company will defend, or at its option settle, any claim against Customer alleging that Customer's authorized access to and use of the Hosted Application infringes any U.S. patent, copyright, trade secret, or trademark, and will indemnify Customer against damages and costs finally awarded or agreed in settlement, provided Customer (a) promptly notifies Company in writing of the claim, (b) gives Company sole control of its defense and settlement, and (c) provides reasonable information and assistance. Company will not settle in a way that admits Customer's fault or imposes an unindemnified obligation on Customer without Customer's consent, not to be unreasonably withheld. If Company reasonably believes an injunction against Customer's use is likely, Company may, at its option and expense: (i) procure the right for Customer to continue accessing the Hosted Application; (ii) modify or replace the infringing element with substantially equivalent, non-infringing functionality; or (iii) terminate this Agreement and refund Fees allocable to the terminated portion of the Term. Company has no obligation under this Section 8.1 for claims arising from Customer Data, combinations not supplied by Company, or unpermitted use. This Section 8.1 states Company's entire liability and Customer's exclusive remedy for infringement claims.

8.2 **Customer indemnity.** Customer will indemnify, hold harmless, and (at Company's request) defend Company against third-party claims, and the resulting liabilities, losses, damages, expenses, and costs (including reasonable attorneys' fees and court costs), relating to (a) Customer Data, including any claim that it, or Company's permitted use of it, infringes or misappropriates a third party's Intellectual Property Rights or violates a Source System vendor's terms; (b) use of the Hosted Application by Customer, an Authorized User, or an Invitee other than as permitted; (c) any unauthorized integration or combination of the Hosted Application with third-party products or services not provided or approved in writing by Company; (d) Customer's failure to comply with applicable laws or regulations regarding the protection of consumers or their right to privacy in connection with Customer's use of the Hosted Application; and (e) any claim by a Covered Entity, Authorized User, or Invitee relating to the Hosted Application, to the extent it exceeds what Company would owe under this Agreement if Customer had brought it.

8.3 EXCEPT FOR THE ITEMS LISTED IN SECTION 8.4: (A) COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE CLAIM, EXCEPT THAT COMPANY'S AGGREGATE LIABILITY UNDER SECTION 8.1, AND COMPANY'S SEPARATE AGGREGATE LIABILITY FOR ALL DATA BREACH CLAIMS (DEFINED IN SECTION 8.4), SHALL EACH NOT EXCEED TWO TIMES (2×) THAT AMOUNT, AND THESE LIMITS APPLY IN THE AGGREGATE TO CUSTOMER AND ALL COVERED ENTITIES; AND (B) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, COMPANY HAS NO LIABILITY FOR BUSINESS DECISIONS (INCLUDING BID, PRICING, AND AWARD DECISIONS) MADE IN RELIANCE ON OUTPUT OR PUBLIC BID DATA, OR FOR ANY FAILURE OR CHANGE OF A SOURCE SYSTEM, THE PUBLIC INTERNET, OR THE CLOUD INFRASTRUCTURE PROVIDER'S BASELINE SERVICE BEYOND COMPANY'S COMMERCIALLY REASONABLE EFFORTS UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.4 **Carve-outs.** Section 8.3 does not apply to: (a) a party's fraud, willful misconduct, or gross negligence; (b) Customer's obligation to pay Fees; (c) Customer's indemnity under Section 8.2; or (d) a party's breach of Section 8.5, except that each party's liability for that breach, including Company's liability for a Data Breach Claim, is limited to the two times (2×) amount in Section 8.3(A) unless clause (a) applies. A "Data Breach Claim" is any claim arising out of unauthorized access to or disclosure of Customer Data, Output,

or Connection Credentials, or out of Company's breach of Section 5.2, Section 5.6, or (as to that information) Section 8.5. The consideration Company receives does not include compensation for insuring the risks and liabilities Company disclaims. The limitations and disclaimers of Company's obligations and liabilities are intended to apply to the fullest extent permitted by law.

8.5 **Confidentiality.** "Confidential Information" of Company includes the Hosted Application, Company's hosted publishing environment, Documentation, Updates, non-public features, non-public pricing, and the terms of this Agreement (other than the standard form of this Agreement that Company makes publicly available). "Confidential Information" of Customer includes Customer Data, Output, Connection Credentials, and Customer's non-public business information disclosed in connection with this Agreement. Each party shall retain the other party's Confidential Information in confidence and not disclose it to any third party, or use it except to perform this Agreement, without the disclosing party's prior written consent, and shall not copy it except as needed for such purposes. Company may disclose Customer Confidential Information to Company's employees and contractors who have a need to know and are bound by confidentiality obligations no less protective than this Section 8.5, and to subprocessors as provided in Section 5.6. Customer may disclose Output and permit Invitee access as provided in Section 2.2, remaining responsible for Invitees. Either party may disclose Confidential Information if required by law, after giving the other party prompt notice (if legally permitted) so the other party may seek a protective order, and shall disclose only the portion counsel advises is required. These obligations do not apply to information that (i) is or becomes public through no fault of the receiving party, (ii) was rightfully known to the receiving party without a confidentiality duty, (iii) is independently developed without use of the disclosing party's Confidential Information, or (iv) is rightfully received from a third party without a confidentiality duty. The existence of the commercial relationship is not confidential, subject to Section 2.9. Breach of this Section 8.5 may cause irreparable harm, and the other party may seek injunctive relief in addition to other remedies; monetary liability remains subject to Section 8.3 except as Section 8.4 carves out.

9. General.

9.1 **Assignment.** Customer may not assign this Agreement without Company's prior written consent, except that Customer may assign it, on written notice, to a successor in a merger or a sale of substantially all of Customer's assets, provided the successor is not a direct competitor of Company and assumes this Agreement in writing. Company may assign this Agreement. Any attempted assignment in violation of this Section is void.

9.2 **Governing law.** This Agreement is governed, construed, and enforced in accordance with the substantive and procedural laws of the State of North Carolina, including its statutes of limitations, without regard to conflicts-of-law principles, and without regard to the 1980 United Nations Convention on Contracts for the International Sale of Goods, which does not apply.

9.3 **Jurisdiction and venue.** Any action arising out of or relating to this Agreement must be brought exclusively in the state courts located in Mecklenburg County, North Carolina, or the United States District Court for the Western District of North Carolina, Charlotte Division. Each party consents to personal jurisdiction and venue in those courts and waives any objection of improper venue or forum non conveniens. Either party may seek designation of the action to the North Carolina Business Court where N.C. Gen. Stat. § 7A-45.4 permits, and the other party consents to that designation.

9.4 **Notices.** Notices required under this Agreement, including address changes, must be in writing and are deemed given when (a) mailed by registered or certified mail to Company at ActiveGraf Inc., 4117 Park Road #12102, Charlotte, NC 28220 USA (or any updated address Company posts on its website or gives by notice), or to Customer at the address in the Order, or another address a party designates by notice, or (b) emailed to Company at CustomerService@activegraf.com or to Customer at the Notice Email, on transmission if no bounce-back or delivery-failure notice is received. Company may also give notice to

the email address in the Electronic Acceptance Record. Company may also give notice to any Authorized Signatory named in the Authorization, and notice to the Notice Email or to any of them is notice to Customer and each Covered Entity. A notice or request to Company by email is received only when it is received at CustomerService@activegraf.com.

9.5 **Entire agreement.** This Agreement is the entire, final, complete, and exclusive agreement between the parties on its subject matter and supersedes all prior agreements or representations, oral or written, relating to it. It may be modified only in a writing signed by a duly authorized representative of each party, by Customer's electronic acceptance of an updated version of this Agreement under Section 9.7 or of a later Order, or as provided in Section 3.1, Section 5.6, Section 9.7, or Section 10.6. A request, an update to the Authorization, or an email from Company is not a modification (Sections 2.11 and 2.13). Both parties acknowledge having read and understood this Agreement and agree to be bound by it.

9.6 **Miscellaneous.** The parties are independent contractors. Failure to enforce a provision is not a waiver of the right to enforce it later. Except for the obligation to pay, nonperformance is excused to the extent performance is rendered impossible by strike, fire, flood, other acts of God, governmental acts or orders or restrictions, failure of suppliers (including third-party hosting or cloud infrastructure providers, but without excusing Company's obligations under Sections 5.2 and 5.6), or any other reason beyond the control of, and not caused by the negligence of, the nonperforming party. The warranty disclaimers and liability and remedy limitations are material, bargained-for bases of this Agreement and were taken into account in the consideration. This Agreement may be accepted electronically under Section 9.7, and the accepted electronic record is an original for all purposes. This Agreement creates no third-party beneficiary rights; Invitees have no contract rights against Company. If a court holds any provision of this Agreement invalid or excessively broad, the remaining provisions remain in full force, and the invalid or overbroad provision will be limited or reduced so it is enforceable under applicable law.

9.7 **Electronic acceptance; records; updated versions.** The parties agree to transact electronically under the federal ESIGN Act (15 U.S.C. § 7001 et seq.) and the North Carolina Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.). Customer's electronic acceptance is its signature, and no Company signature is required; the same applies to an email sent under Section 2.11 or Section 10.4(d), and Company will keep a record of each. Company will keep an electronic record of each acceptance, in the form described at the end of this Agreement (the "Electronic Acceptance Record") and will keep this Agreement, as accepted, available to Customer to view, download, and print at the version-specific web address shown at acceptance. Company may issue an updated version of this Agreement by notice to Customer at least ninety (90) days before the next Renewal Term starts (or, if longer, at least thirty (30) days before the last day for notice under Section 4.2); the updated version applies from that Renewal Term, or earlier if an authorized representative of Customer accepts it electronically. Company will require renewed electronic acceptance of any update that materially reduces Customer's rights or increases its obligations. If Customer does not agree to an update, it may end this Agreement under Section 4.2 before the update applies. Posting an updated version on a website without notice does not change this Agreement.

10. AI Features (Applies Only to the Extent AI Features Are Available and Enabled).

10.1 **Applicability; definitions.** This Section 10 applies to the extent the Hosted Application makes AI Features available and Customer or any Authorized User enables, activates, or uses them, whether the AI Features are included in the Order, enabled or disabled by default, offered as an optional or separately priced feature, switched on or off by Customer, an Authorized User, or Company, or released in beta or preview form. To the extent AI Features are not available or are disabled, this Section 10 has no effect and nothing in it describes the Hosted Application. Nothing in this Section 10 obliges Company to make AI Features available, or to keep any particular feature, model, or AI Provider available, subject to Section 10.8. "AI Features" means functionality of the Hosted Application that uses generative artificial-intelligence or machine-learning models, including any embedded assistant. "Prompts" means

questions, instructions, and other content Authorized Users submit to the AI Features, together with Customer Data the Hosted Application retrieves, selects, or sends in order to respond. "AI Output" means content the AI Features generate in response to Prompts, whether viewed by an Authorized User or an Invitee. "AI Providers" means the third-party model, inference, and AI-routing providers Company uses to provide the AI Features, including Vercel (as AI gateway) and the third-party model providers accessed through it, as described in Section 5.6. Prompts are Customer Data, and AI Output is Output, for all purposes of this Agreement. For AI Features, this Section 10 controls over any conflicting provision of this Agreement, but it does not expand Company's warranty, indemnity, or liability obligations.

10.2 **AI disclosure; no advice; human review.** WHERE AI FEATURES ARE ENABLED, THEY USE ARTIFICIAL INTELLIGENCE. AI OUTPUT IS GENERATED AUTOMATICALLY, MAY DIFFER FROM ONE REQUEST, MODEL, OR AI PROVIDER TO ANOTHER, AND MAY BE INACCURATE, INCOMPLETE, OUT OF DATE, OR SIMILAR TO OUTPUT PROVIDED TO OTHERS. AI OUTPUT IS NOT ACCOUNTING, TAX, LEGAL, INVESTMENT, OR OTHER FINANCIAL ADVICE, AND COMPANY IS NOT ACTING AS CUSTOMER'S ACCOUNTANT, ADVISER, OR FIDUCIARY. CUSTOMER IS RESPONSIBLE FOR HUMAN REVIEW OF AI OUTPUT FOR ACCURACY AND SUITABILITY BEFORE RELYING OR ACTING ON IT, AND WILL NOT USE AI OUTPUT AS THE SOLE BASIS FOR ANY DECISION WITH LEGAL OR SIMILARLY SIGNIFICANT EFFECTS ON AN INDIVIDUAL, SUCH AS A CREDIT, EMPLOYMENT, OR INSURANCE DECISION.

10.3 **Input limits; filtering.** Customer will include in Prompts, and will ask the AI Features to retrieve, only the information reasonably needed for the request. Customer will not knowingly submit to the AI Features, or configure them to retrieve, payment card data, bank account credentials, full bank account or routing numbers, Social Security or other government identification numbers, health information, or consumers' nonpublic personal information protected by the Gramm-Leach-Bliley Act, except to the extent Company has expressly agreed otherwise in a signed writing that refers to this Section 10.3. Company or an AI Provider may restrict the categories of data that may be sent to an AI Provider, and Customer will comply with any such restriction that Company notifies to Customer, including in the Service or the Documentation. Company may filter, redact, mask, omit, or summarize Customer Data before sending it to an AI Provider, and may decline a Prompt that would require sending restricted information. As a result, AI Output may be less complete than it would otherwise be, and Company has no liability for that.

10.4 **No training; opt-in; retention.** (a) No training by Company. Unless Customer opts in under clause (d), Company will not use Prompts or AI Output to train, retrain, or fine-tune any artificial-intelligence or machine-learning model made available to anyone other than Customer. (b) AI Providers. Company will send Prompts to an AI Provider only under contract terms or configuration settings that restrict that AI Provider from using Prompts or AI Output to train or improve models it makes available to others, except to the extent Customer has opted in under clause (d) or Customer itself supplies or selects the AI Provider account or credentials. Company will also apply the retention-limiting settings (such as zero-data-retention routing) that the AI Provider or the AI gateway makes available for the relevant model, where Company reasonably considers them appropriate for the AI Features. (c) Retention. Company will not itself retain Prompts or AI Output longer than needed to provide the AI Features (including any conversation history the Hosted Application displays to Customer and any period stated in the Documentation), except as needed for security, abuse monitoring, backups under Section 5.3, or legal compliance. AI Providers may, under their own terms and the settings applied under clause (b), process and briefly retain Prompts and AI Output for transient caching, abuse and safety monitoring, or as required by law, and Company does not promise that any AI Provider retains nothing. (d) Opt-in. Company may use Customer Data, including Prompts and AI Output, to train, tune, or improve artificial-intelligence or machine-learning models only if Customer opts in by an email from an Authorized Signatory of Customer to CustomerService@activegraf.com stating that Customer opts in to AI training and improvement. The opt-in is all-or-nothing: it covers all AI Features and all Customer Data, including all Prompts and AI Output, of Customer and its Covered Entities from the date Company receives it, and

it may be withdrawn in the same way with effect for future use from receipt. No in-Service setting, acceptance-screen entry, Order, or Authorization entry is an opt-in, and an opt-in does not otherwise change this Agreement. (e) Scope. This Section 10.4 states Company's commitments about training and retention, and Company makes no other promise about them. Company is responsible for the AI Providers as provided in Section 5.6(e).

10.5 **Ownership of AI Output.** As between the parties, Customer owns Prompts and AI Output, subject to Company's rights in the Hosted Application and in Company's models, methodologies, system prompts, configurations, and software (Section 5.1). Company does not warrant that AI Output is unique or that it does not infringe third-party rights (see Section 10.9).

10.6 **AI Providers; models.** AI Providers are subprocessors under Section 5.6, which names them by category and provider, states how Company may add or replace them by notice, and gives Customer a right to object. Despite Section 9.5 and the Order, Company may also change the models, model versions, routing, and configuration used for the AI Features, within or among AI Providers, without further notice, provided Section 10.4 continues to be met. If Customer objects to a change, Section 5.6(d) applies, and Customer may disable the AI Features at any time under Section 10.8. AI Provider outages, model changes, and model retirements are not a breach of this Agreement by Company, and Company has no liability for them.

10.7 **AI security; acceptable use.** Company will use commercially reasonable safeguards designed to limit misuse of the AI Features, including prompt-injection and data-exfiltration risks, and will limit the AI Features to the permissions they need (the Source System connection remains read-only under Section 5.5(b)). No safeguard eliminates these risks, and Company does not guarantee that the AI Features cannot be manipulated by adversarial content or misuse. In addition to Section 2.5, Customer shall not, and shall not permit anyone to: (a) attempt to extract system prompts, model instructions, or other customers' data, or to circumvent safety filters or usage limits; (b) submit content designed to manipulate the AI Features into acting outside their intended purpose; (c) use the AI Features for unlawful, harmful, or deceptive purposes, or to generate content that infringes others' rights; or (d) present AI Output as professional advice or as human-generated where law requires disclosure of AI use. Section 3.3 applies to a breach of this Section 10.7.

10.8 **Disabling; suspension.** Customer may disable the AI Features at any time, by using any in-Service control Company makes available or, if there is none, by written request to Company, which Company will implement within a reasonable time, in each case without affecting the rest of the Hosted Application. Company may suspend, modify, or discontinue the AI Features if required by law or an AI Provider's terms, or to address a security, safety, or legal risk, giving notice where reasonably practicable, and may make the AI Features available or unavailable by default in the Service. Disabling, suspending, modifying, or discontinuing the AI Features does not change the Fees unless the Order states a separate fee for them.

10.9 **AI disclaimer; liability; indemnity.** AI FEATURES AND AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE WARRANTY IN SECTION 7.1 DOES NOT COVER THE ACCURACY, COMPLETENESS, UNIQUENESS, OR NON-INFRINGEMENT OF AI OUTPUT, AND SECTIONS 7.2 AND 7.3 APPLY TO AI OUTPUT. Section 8.1 does not apply to AI Output or to claims arising from Prompts. Claims arising from the AI Features or AI Output are subject to Sections 8.3 and 8.4, with no separate or additional cap or carve-out; unauthorized access to or disclosure of Prompts or AI Output is a Data Breach Claim.

10.10 **AI regulatory cooperation; financial institutions.** Each party will comply with the laws on artificial intelligence that apply to it. Customer is responsible for any AI-related notices, disclosures, and consents that apply to its own Authorized Users, Invitees, and others who receive AI Output, and for decisions it makes using AI Output. Company will provide information about the AI Features reasonably available to it that Customer reasonably requests for those purposes. If Customer is a financial institution subject to the FTC Safeguards Rule (16 C.F.R. Part 314), it will not enable the AI Features for, or permit them to

process, customer information covered by that rule unless Company has agreed in a signed writing that refers to this Section 10.10 and addresses that rule, and Company may disable or restrict the AI Features for that information.

11. Product-Specific Terms.

11.1 **Product selection; order of precedence.** The Order identifies the Product (Section 1.11). Part A applies only if the Product is WIC, and Part B applies only if the Product is WIB; the other Part has no effect on that Product. All other Sections of this Agreement apply to each Product. If a provision of Part A or Part B conflicts with another provision of this Agreement, the Part for the Product identified in the Order prevails over the conflicting provision for that Product only. Neither Part expands Company's warranty, indemnity, or liability obligations, or reduces the limits and exclusions in Sections 7 and 8, unless it expressly says so and names the provision it changes. For AI Features, Section 10 controls over this Section 11. If one Order identifies both Products, this Agreement applies to each Product separately, and the Part for each Product applies to that Product.

Part A — What If Cash (applies only if the Product is WIC)

A.1 **Hosting and sign-in.** WIC is hosted on Microsoft Azure and uses Microsoft Entra ID for sign-in and Azure Communication Services Email for invitations, as named in Section 5.6(b). WIC users sign in with a Microsoft work, school, or personal account, and an administrator approves access within WIC. Company currently hosts WIC data in the United States and may change hosting locations within the Cloud Infrastructure provider without notice.

A.2 **Source Systems; QuickBooks Online, Acumatica, and Sage Intacct.** WIC connects to Customer's QuickBooks Online company through Intuit's interfaces, to its Acumatica instance and its Sage Intacct company through those vendors' interfaces, and may connect to other accounting or ERP systems that WIC offers, only at Customer's direction and under Customer's own accounts. Section 5.5 applies, including Customer's responsibility for its Intuit, Acumatica, and Sage terms and for changes those vendors make. Company stores Connection Credentials in encrypted form.

A.3 **Forecasts; saving.** WIC Output is decision-support information under Section 7.2. Multiple browser sessions may open a working copy at the same time. A working copy exists only in that session until a user saves. The last successful save overwrites the persisted model. Customer may keep alternatives by using separately saved scenario versions. Company has no obligation to restore an unsaved working copy or a version superseded by a later save.

A.4 **AI Features.** Section 10 applies to WIC only if and to the extent WIC makes AI Features available and they are enabled; otherwise Section 10 has no effect on WIC.

Part B — What If Bid Intelligence (applies only if the Product is WIB)

B.1 **Hosting, sign-in, and email.** WIB is hosted on Vercel, uses a Neon database for sign-in, access management, and assistant records, and uses Resend to send sign-in and notification emails, as named in Section 5.6(b). WIB users sign in through Company's portal with a one-time code sent by email, or another sign-in method Company provides, and an administrator grants access. Files Customer provides to Company outside the Service and the analysis packs Company derives from them may be held in Company's Microsoft 365 environment (Section 5.6(b)).

B.2 **Bid information.** Customer Data in WIB includes the bid information, files, and assumptions that Customer or its Authorized Users submit. Customer is responsible for having the right to submit them, including under any solicitation, owner, or agency confidentiality restriction. (a) In-app analysis. Company designs WIB so that bid information that Authorized Users enter or upload in WIB for analysis is processed to return Output and is not stored or logged once the request is complete, but does not promise that transient processing, request metadata, or provider caches leave no copy. (b) Files provided outside the Service. Files that Customer provides to Company outside WIB, and the analysis

packs Company derives from them, are stored in Company's Microsoft 365 environment (Section 5.6(b)) and handled under Sections 5.3 and 5.4. (c) Assistant. Prompts and AI Output may include bid information and are handled under Section 10.4. Company will not add Customer Data to the Public Bid Data warehouse or make it available to other customers through WIB.

B.3 **Public Bid Data.** "Public Bid Data" means bid tabs and bidder, agency, county, line-item, and similar procurement information that Company or its sources obtain from public records or other third parties and make available in WIB, including its public workspace. Public Bid Data is not Customer Data. (a) Company does not create Public Bid Data, which comes from third-party sources Company does not control. (b) COMPANY MAKES NO WARRANTY THAT PUBLIC BID DATA IS ACCURATE, COMPLETE, CURRENT, OR SUITABLE FOR ANY PURPOSE; IT MAY CONTAIN ERRORS, OMISSIONS, DUPLICATES, OR MATCHING OR NORMALIZATION CHOICES THAT COMPANY MADE. (c) Customer will use Public Bid Data only for its own internal business purposes, will not resell, republish, or redistribute it or any substantial part of it, and will comply with any source terms Company notifies to Customer and with applicable law. (d) Customer will verify Public Bid Data against the official source before relying on it. (e) Company may add, correct, update, or remove Public Bid Data at any time without notice and retains all rights in its compilation, matching, and normalization of it. (f) Section 8.1 does not apply to claims arising from Public Bid Data. Company currently holds Public Bid Data in a read-only warehouse hosted on Neon in the AWS US East (N. Virginia) region.

B.4 **No reliance for bid decisions.** WIB OUTPUT, BENCHMARKS, PRICE INDICATIONS, AND ANALYSES ARE ESTIMATES FOR DECISION SUPPORT. THEY ARE NOT PRICING, ESTIMATING, LEGAL, OR PROCUREMENT ADVICE AND ARE NOT A PREDICTION OF ANY BID RESULT. BID, PRICING, SUBMISSION, AND AWARD DECISIONS ARE CUSTOMER'S ALONE. CUSTOMER IS RESPONSIBLE FOR VERIFYING BID DOCUMENTS, QUANTITIES, ADDENDA, DEADLINES, AND SUBMISSION REQUIREMENTS, AND COMPANY HAS NO LIABILITY FOR THE OUTCOME OF ANY BID, FOR ANY BID LOST OR WON, OR FOR ANY BID ERROR, OMISSION, OR LATE OR REJECTED SUBMISSION.

B.5 **AI in bid preparation.** WIB's assistant and any other AI Features are subject to Section 10 when enabled. AI Output used to prepare a bid is a drafting aid only: Customer is responsible for reviewing it (Section 10.2) before relying on it or submitting any bid. Customer is also responsible for complying with any solicitation rule, owner or agency restriction, or confidentiality obligation about the use of AI tools or the disclosure of bid information to third parties, and will not submit Prompts that include information it is not permitted to share with AI Providers (Section 10.3).

ELECTRONIC ACCEPTANCE RECORD. Completed automatically by Company's system when Customer accepts this Agreement (Section 9.7). No handwritten signature is required. The record identifies the Order accepted. Company also keeps the Authorization email and each later update.

Accepted for Customer by (name / title):	**Full name and title of the Authorized Signatory of Customer who accepted, from the Account Record**
Customer (entity) and Notice Email:	Legal entity name and Notice Email from the Account Record
Date and time of acceptance (UTC):	System timestamp of acceptance
IP address / browser:	IP address and browser user-agent captured by the system
Agreement version accepted; Company:	Version ID HSSA-SF-v3.7-CW-2026-11-20 and document

	hash; ActiveGraf Inc. (no Company signature required)
Order accepted:	The Order (order form number and date) displayed on, or linked from, the acceptance screen, and a hash of it
Authorization (email):	Kept by Company: the authorization email sent before acceptance, and each later update.
Agreement as accepted:	Available at the version-specific web address shown at acceptance