

MASTER SUBSCRIPTION AGREEMENT

PEM TECHNOLOGY LLC

This Master Subscription Agreement (this “**Agreement**”) is entered into by and between **PEM Technology LLC**, a New Hampshire limited liability company (“**Provider**”), and the entity executing an Order Form that references this Agreement (“**Customer**”). This Agreement governs the Customer’s acquisition and use of Provider’s Services.

By executing an Order Form that references this Agreement, or by accessing or using the Services, Customer agrees to the terms of this Agreement.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Ancillary Applications" means any downloadable mobile applications, browser extensions, or local desktop utilities made available by Provider to Authorized Users in connection with the cloud-based Services.

"Authorized User" means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Customer (or Provider at Customer’s request) has supplied a user identification and password.

"Customer Data" means electronic data and information submitted by or for Customer to the Services.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Provider.

"Services" means the products and services that are ordered by Customer under an Order Form and made available online by Provider.

"Usage Data" means aggregated and anonymized telemetry data, system performance metrics, and usage statistics related to the Customer's use of the Services.

2. Access and Use of the Services

2.1 Provision of Services; Cloud Architecture. Provider will make the Services available to Customer as a remotely hosted, cloud-based subscription service pursuant to this Agreement and the applicable Order Forms. Customer acknowledges and agrees that the Services are provided strictly via a Software-as-a-Service (SaaS) delivery model accessed over the internet. Customer acquires only a non-exclusive, non-transferable right to access and use the hosted environment; nothing in this Agreement shall be construed as a sale, lease, or license of downloadable software or tangible personal property. Provider reserves the right to make updates and enhancements to the Services, provided such updates do not materially degrade the core functionality.

2.2 Usage Limits. Services are subject to usage limits specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Authorized Users, and the Service may not be

accessed by more than that number of Authorized Users, and (b) a User's password may not be shared with any other individual.

2.3 Restrictions. Customer will not (a) make any Service available to anyone other than Customer or Authorized Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, (d) use a Service to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or (h) reverse engineer, decompile, or disassemble any aspect of the Services.

2.4 Ancillary Mobile Applications. To the extent Provider makes available any Ancillary Applications (including mobile apps downloaded via third-party application stores), such Ancillary Applications are provided solely for user convenience to facilitate access to the cloud-hosted Services. Ancillary Applications are not standalone software products, do not carry independent commercial value, and are provided at zero additional cost. Authorized Users are granted a limited, revocable, non-transferable right to install and use such applications on mobile devices owned or controlled by Customer, strictly during the applicable subscription term and in compliance with the restrictions set forth in Section 2.3. Upon expiration or termination of the underlying cloud subscription, Customer's right to use such Ancillary Applications terminates automatically, and Customer shall ensure all copies are promptly deleted from its devices.

2.5 Technical Support. Provider will provide basic technical support and maintenance services for the cloud-hosted Services via email and Provider's online support ticketing infrastructure ("Standard Support"). Unless otherwise expressly set forth in an applicable Order Form:

- A. **Designated Support Contacts.** Standard Support is provided exclusively to up to two (2) administrative users designated by Customer in writing ("Designated Support Contacts"). Provider has no obligation to provide support directly to Customer's general end-users, field workers, clients, or third-party contractors.
- B. **Scope of Support.** Standard Support covers core application availability, bug verification, and basic usage troubleshooting. Support explicitly excludes custom data migrations, external API orchestration or integrations, custom feature code development, and on-site hardware or device troubleshooting.
- C. **Response Channels.** All support requests must be submitted asynchronously by a Designated Support Contact via email to the Provider's designated support address or through the in-app support portal.

3. Fees and Payment

3.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

3.2 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date.

3.3 Overdue Charges. If any invoiced amount is not received by Provider by the due date, then without limiting Provider's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month (18% per annum), or the maximum rate permitted by law, whichever is lower.

3.4 Taxes. Provider's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder.

3.5 Suspension of Service. If any amount owed by Customer under this or any other agreement for Provider's services is thirty (30) days or more overdue (or fifteen (15) days overdue in the case of amounts invoiced monthly), or if Customer is in violation of the usage restrictions set forth in Section 2.3, Provider may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend the Services (including access to any Ancillary Applications) until such amounts are paid in full or the violation is cured to Provider's reasonable satisfaction. Provider will provide at least seven (7) days prior notice that Customer's account is overdue before suspending services under this Section.

4. Term and Termination

4.1 Term of Agreement. This Agreement commences on the date Customer first executes an Order Form and continues until all subscriptions hereunder have expired or have been terminated.

4.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least thirty (30) days before the end of the relevant subscription term.

4.3 Termination for Cause. Either party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.4 Data Portability and Deletion. Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Provider will make Customer Data available to Customer for export or download in a standard format. After such 30-day period, Provider will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems, unless legally prohibited.

5. Confidentiality

5.1 Definition. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Provider Confidential Information includes the Services, underlying technology, and pricing.

5.2 Protection. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements containing protections not materially less protective than those herein.

6. Intellectual Property Rights

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Provider reserves all of its right, title and interest in and to the Services, including all of its related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Customer Data; Privacy Compliance. Customer retains all right, title and interest in and to all Customer Data. Customer grants Provider a worldwide, limited-term license to host, copy, transmit and display Customer Data as reasonably necessary for Provider to provide the Services in accordance with this Agreement. To the extent that Customer Data contains "personal data" or "personal information" subject to state data privacy laws (including the New Hampshire Data Privacy Act, RSA 507-H), the parties agree that Customer is the data controller and Provider is the data processor. Provider shall process such data strictly in accordance with Customer's documented instructions, this Agreement, and the Data Processing Addendum (DPA) referenced in Section 10.2.

6.3 Usage Data. Provider may collect and use Usage Data to develop, improve, support, and operate its products and services. Provider owns all right, title, and interest in and to the Usage Data, provided that such data is fully anonymized and does not identify Customer, its Authorized Users, or any individuals.

7. Representations, Warranties, and Disclaimers

7.1 Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 Provider Warranties. Provider warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and (b) Provider will not materially decrease the overall security of the Services.

7.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification

8.1 Indemnification by Provider. Provider will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Provider in writing of, a claim against Customer.

8.2 Indemnification by Customer. Customer will defend Provider against any claim, demand, suit or proceeding made or brought against Provider by a third party alleging that any Customer Data or Customer's use of Customer Data with the Services infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services in violation of the Agreement, and will indemnify Provider from any damages, attorney fees and costs finally awarded against Provider.

9. Limitation of Liability

9.1 Limitation of Liability. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

9.2 Super Cap. THE LIMITATION SET FORTH IN SECTION 9.1 SHALL BE INCREASED TO TWO (2) TIMES THE AMOUNT PAID IN THE PRECEDING TWELVE (12) MONTHS FOR CLAIMS ARISING DIRECTLY FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR A BREACH RESULTING IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA.

9.3 Exclusion of Consequential Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

10. General Provisions

10.1 Governing Law and Jurisdiction. This Agreement and any disputes arising out of or related hereto will be governed exclusively by the internal laws of the State of New Hampshire, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The state and federal courts located in New Hampshire will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

10.2 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Provider and Customer regarding Customer’s use of Services and supersedes all prior and contemporaneous agreements, proposals or representations. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any Data Processing Addendum or Business Associate Agreement, and (3) this Agreement.

10.3 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

PEM TECHNOLOGY LLC

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____