

Master Subscription Agreement (MSA)



Master Subscription Agreement (MSA)

This **Master Subscription Agreement** ("Agreement") governs the access and use of services provided by **Level Access, Inc.** ("Company") and is entered into by and between Company and the entity identified in an applicable **Order Form** ("Customer"). This Agreement, together with any **Order Forms, Statements of Work (SOWs), and addenda**, constitutes the entire agreement regarding **Subscription Services and Professional Services (collectively "the Services" which are a subset of Technology as defined below)**.

1. DEFINITIONS

- 1.1 **"Add-On(s)"** means optional capabilities or modules that may be purchased separately and used with a Package (for example, Issue Tracking Integrations). Availability may vary by Package.
- 1.2 **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control," for purposes of this definition, means (a) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity, or (b) the ability of an entity to control the decision-making of the other entity through an agreement or other arrangement.
- 1.3 **"Authorized User"** means an employee, contractor, agent, or other third party authorized by Customer to access or use the Technology under this Agreement and within the usage limits on the applicable Order Form.
- 1.4 **"Confidential Information"** means any business or technical information disclosed by one party to the other party, including Customer Data, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.
- 1.5 **"Customer"** means the company, business, individual, organization, or other legal entity identified in an Order Form.
- 1.6 **"Customer Data"** means any technical or other information, data, and other content related to Customer's websites, mobile applications, or other similar systems or materials

that are collected, submitted or otherwise transmitted by or on behalf of Customer pursuant to the Agreement. As between the parties, Customer retains all right, title, and interest in and to Customer Data. Subject to the Agreement, Customer grants Company a non-exclusive, worldwide, royalty-free license to use, reproduce, host, store, transmit, display and process Customer Data as necessary to provide, maintain and support the Technology.

- 1.7 “Deliverables”** means the reports, analyses, documentation, recommendations, training materials, or other work products that Company is required to develop and deliver to Customer in connection with the Professional Services, as expressly identified in the applicable Statement of Work. Deliverables may incorporate or be derived from Company’s Technology, methodologies, templates, or know-how. For clarity, Deliverables do not include the Technology itself or any of Company’s preexisting or underlying intellectual property.
- 1.8 “Developer Tools”** mean an application programming interface, software development kit, or a similar set of development tools offered by or through Company and ordered by Customer under an Order Form for a specified term length.
- 1.9 “Documentation”** means any related technical or non-technical manuals, reference manuals, best practices or standards, instructions, or other documents or materials provided or made available by Company to Customer, including such materials that describe the functionality, components, features, or requirements of Developer Tools or Services. Documentation is provided for informational purposes only and may be updated from time to time. Company does not warrant that Documentation is error free.
- 1.10 “Feedback”** means any feedback, ideas, enhancement requests, recommendations, or suggestions regarding Technology that Customer or others acting under the rights granted herein provide to Company. For such Feedback, Customer agrees that: (a) Company is not under any confidentiality obligation as to the Feedback, (b) Company may use or disclose (or choose not to use or disclose) Customer's Feedback for any purpose and in any manner, (c) Company owns the Feedback including any improvements, derivative works, or functionality arising from such Feedback, and (d) to the extent required by applicable law, Customer grants Company an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such Feedback for any purpose without any obligation or compensation to Customer.

- 1.11 “Harmful code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.12 “Integration(s)”** means a connector, plug-in, or interface enabling the Technology to exchange data with a Non-Company Product (e.g. issue tracking integrations).
- 1.13 “Intellectual Property Right”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 1.14 “Level Access®”** means Level Access, Inc., 800 Corporate Drive, Suite 301, PMB#645 Stafford, VA 22554 and includes Level Access Inc. and its Services, including those provided under any of its trademarks and brands such as eSSENTIAL ACCESSIBILITY® and UserWay®.
- 1.15 “Non-Company Product”** means any applications, products, software, websites, intranets, or other solutions not owned by Company that link, interoperate, or interface with the Technology, including, any applications, products, software, websites, intranets, or other solutions provided by Customer. Company shall not be responsible for the performance, security, or compatibility of any Non-Company Product unless expressly stated in an Order Form.
- 1.16 “Order Form”** means a written ordering document, quote, or online order that: (i) references this Agreement, (ii) is executed by both parties or accepted by Customer (including electronically), and (iii) sets forth the commercial details of the Services, pricing, term and other specific terms applicable to Customer’s subscription. Each Order Form shall be deemed incorporated into and governed by this Agreement.
- 1.17 “Package(s)”** means the commercial bundle(s) or plan tier(s) of Subscription Services specified on the Order Form (e.g., Accelerate, Enterprise Essentials, Enterprise), which determine included features, limits, and eligible Add-Ons.

- 1.18 “Permitted Use”** means Customer or its Authorized Users’ access, installation, and use of the Technology for analyzing and remediating Non-Company Products utilized by Customer for its internal business purposes. For clarity, the Permitted Use does not include any uses that are restricted or otherwise not permitted under the Agreement.
- 1.19 “Professional Services”** means services offered by or through Company and ordered by Customer under an Order Form, including website or mobile application testing, audit, or analysis; software or mobile application design, development, or programming; web form auditing and remediation; and/or support and maintenance services related to the above, in-person or online training services, and consulting pertaining to practices, conformance and compliance regarding accessibility. Only the services expressly listed in the applicable Order Form are included in the scope of Professional Services purchased. Any referenced service descriptions (including those available via link) are incorporated for informational purposes only and are current as of the Order Form date. Updates to service descriptions shall not alter the scope of services purchased unless agreed in writing by both parties. Service Delivery refers to the process by which any service, including Professional Services, is provided to the Customer.
- 1.20 “Remediation”** means the process of fixing accessibility issues in Customer’s digital assets, including websites, applications, and documents, through a combination of manual expert services, automated platform features (such as the Widget), and integrations with issue-tracking systems. Remediation may include code suggestions, automated fixes, and document remediation, as described in the Documentation and applicable Order Form.
- 1.21 “Services”** means collectively the Subscription Services and Professional Services provided by Company pursuant to this Agreement, as specified in the applicable Order Form. Services are a subset of Technology and may include affiliated or integrated products offered by Company.
- 1.22 “Statement of Work” or “SOW”** means a written document that: (i) references this Agreement, (ii) is executed by both parties, and (iii) defines the scope of work, e.g., specifies Services, deliverables, timelines, milestones, fees and/or other terms agreed upon by the parties. Each SOW is governed by and incorporated into this Agreement, but only with respect to the Services described therein.

- 1.23 “Subscription Services”** means one or more subscription-based “Software as a Service” (SaaS) software and/or mobile applications offered by or through Company and ordered by Customer under an Order Form.
- 1.24 “Technology”** means Services (including Subscription Services and Professional Services), Developer Tools, Documentation, Widget, Beta Services and No-Charge Offerings, and all related software, platform modules, features, and Updates provided by or through Company.
- 1.25 “Usage Data”** means data and information related to Customer's or its Authorized Users' use of the Technology that Company collects and uses to provide, operate, secure and improve the Technology. Usage Data does not include Customer Data. Company may aggregate and/or de-identify Usage Data in accordance with applicable data protection laws and will not attempt to re-identify such data or use it to identify Customer or any individual.
- 1.26 “Viewer Account”** means a limited-access account provisioned by an Authorized User to permit a third party to access and view curated Customer Data from the Subscription Services. Customer is responsible for managing and revoking Viewer Account access and ensuring compliance with its data security obligations. Viewer Accounts may not be used to circumvent seat limitations or substitute for full subscription access. Viewer Accounts confer no rights on third parties, and no third-party beneficiaries are created by such access. Customer is responsible for all actions taken via Viewer Accounts.
- 1.27 “Web Content Accessibility Guidelines” or “WCAG”** means the accessibility guidelines put forth by the World Wide Web Consortium (W3C) for web content, including text, images, audio-visual materials, and the code used for structure, style, and interactions. For more information, Customer may visit <https://www.w3.org/WAI/standards-guidelines/wcag/>.
- 1.28 “Widget”** means a Subscription Service provided software component or script made available by Company as part of the Technology that can be embedded into Customer's websites, applications, and/or digital properties to provide accessibility functions or enhancements. The Widget is part of the Technology and is subject to the same terms, restrictions, and disclaimers that apply to the Technology under this Agreement.

2. SUBSCRIPTION SERVICES & USAGE RIGHTS

- 2.1 Access and Use.** grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Technology for the Permitted Use, subject to this Agreement, the Order Form, and Documentation. Customer shall not (and shall not permit any third party to): (i) reverse engineer, decompile, or otherwise attempt to extract source code from software in the Technology; (ii) use the Technology beyond the quantitative or qualitative limits in the Order Form or Documentation; or (iii) share credentials or otherwise circumvent seat or usage limits.
- 2.2 Digital Goods License Disclosure.** Customer obtains a license to access or use the Technology and does not acquire ownership. Customer may not copy, distribute, or create derivative works of the Technology except as expressly permitted in an Order Form.
- 2.3 Viewer Accounts.** Viewer Accounts are meant to provide access solely to view specific Customer Data created in the Subscription Services (e.g., reports that are created by Authorized Users). While the Viewer Account will remain active, if the subscription of the paid edition user that owns or created such Customer Data in the Subscription Services lapses, the associated material will no longer be viewable by the Viewer Accounts.
- 2.4 System Requirements and Compatibility.** Certain features of the Technology may require Customer to maintain valid licenses or access to specific third-party software, hardware, or services. Customer is solely responsible for ensuring compliance with these requirements, and Company assumes no liability for the availability, functionality, or support of such third-party tools or systems. Company shall not be responsible for downtime, degraded performance, or errors arising from the Customer's failure to meet these system requirements or resulting from use of unsupported environments or configurations.
- 2.5 Professional Services Deliverables.** Company will provide the Professional Services: (a) in English, (b) remotely, and (c) using personnel in a number and possessing qualifications that Company deems to be sufficient to perform the Professional Services; provided, that, all Professional Services will be performed in a workmanlike and professional manner. Expectations regarding deliverables are set forth in the applicable Statement of Work or

Order Form. Company's performance of the Professional Services is contingent upon Customer's timely provision of access, information, and cooperation. Company shall not be responsible for delays caused by Customer's failure to meet these obligations. Company may utilize subcontractors, including offshore personnel, provided such personnel are subject to obligations no less protective than those in this Agreement and use is consistent with applicable laws. For license and ownership of deliverables, see Section 9.

- 2.6 Beta Services.** Company may invite Customer to use certain new services, features, or functionality ("Beta Services") for evaluation purposes only. Beta Services are not intended for production use, may contain errors or bugs, and may be modified or discontinued at any time. Beta Services are provided "AS IS" and "AS AVAILABLE," without warranties, support, service level commitments, or indemnification. Any Feedback provided in connection with Beta Services is governed by Section 1.8. Company has no obligation to retain, export, or return any Customer Data submitted to Beta Services. Liability for Beta Services is further limited under Section 12.2.
- 2.7 No-Charge Offerings.** From time to time, Company may make certain products, services, or features available to Customer at no charge, including free trials, evaluation accounts, or widgets ("No-Charge Offerings"). No-Charge Offerings are provided for evaluation purposes only, are not intended for production use, and are provided "AS IS" and "AS AVAILABLE," without warranties, support, service level commitments, or indemnification. Company may limit functionality or usage of No-Charge Offerings at any time, and may discontinue them without notice. Liability for No-Charge Offerings is further limited under Section 12.2.
- 2.8 Packages and Add-Ons.** Features, limits, and availability vary by Package and any purchased Add-Ons specified on the Order Form. Certain capabilities (for example, AI-generated executive reports, common-finding grouping, or issue-tracking integrations) may be available only in specified Packages or via Add-Ons, as described in Documentation.
- 2.9 Remediation Workflow.** The Technology supports Remediation through platform workflows (e.g., projects and tasks), automated fixes via the Widget (where included), and expert guidance. Manual remediation services, including document remediation, may be available as a paid service upon request and are subject to separate terms in an Order Form or SOW.

3. RULES OF CONDUCT

3.1 Prohibited Uses. Customer may not use Technology:

- To store, distribute, or transmit any Harmful Code or content that is unlawful, harmful, deceptive, defamatory, obscene, invasive of privacy, or otherwise objectionable, as determined by Company in its sole discretion.
- In a manner that infringes, misappropriates, or violates any copyright, patent, trademark, service mark, trade secret, moral right, or other intellectual property or proprietary right of Company or any third party. Company may remove any content alleged to infringe upon such rights and may suspend or terminate access in accordance with its DMCA and IP policy.
- To harass, threaten, defame, or otherwise cause harm to any individual or entity, or to distribute false or misleading information about Company, its affiliates, or any third party.
- In any way that violates applicable laws, regulations, or the rights of others.
- Except as expressly permitted under this Agreement, Customer shall not, and shall not permit any third party to, copy, modify, or create derivative works of the Technology; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or algorithms of the Technology or Deliverables; use the Technology or Deliverables to create, train, or improve a competing product or service; or use the Technology or Deliverables for any purpose other than Customer's internal business purposes as expressly permitted herein.

3.2 Enforcement of Rules. Company reserves the right to investigate and take appropriate action, including removal of content, suspension, or termination of accounts, for any violations of this Section.

3.3 Export Control and Compliance. Company is subject to U.S. export control and economic sanctions laws administered and enforced by the United States Department of Commerce's Bureau of Industry and Security (BIS) and the United States Department of

the Treasury's Office of Foreign Assets and Control (OFAC). Customer represents and warrants that: (a) Customer is not listed on any U.S. government registry of individuals or entities restricted from receiving U.S. exports or engaging in transactions with U.S. persons; (b) Customer is not a citizen of, or an entity incorporated in, any jurisdiction subject to U.S. government sanctions; (c) Customer will not permit any individuals under its control to access or use the Technology in a manner that violates any applicable U.S. or other export embargoes, restrictions, or prohibitions; and (d) Customer shall adhere to all relevant laws governing the transfer of technical data from the United States and any other jurisdictions where Customer or its Authorized Users operate.

Customer shall indemnify, defend and hold harmless Company from any claims, penalties, or losses arising out of Customer's or its Authorized User's violation of export control or sanction laws. Company reserves the right to suspend access to the Technology if it has a reasonable belief that Customer or its Authorized Users have violated applicable export control laws or sanctions.

3.4 Updates; Changes; Legacy Products

3.4.1 Updates. Unless provided in an Order Form, Company shall have no obligation to provide any revision, new release, update, improvement, modification, or additional functionality enhancement of the Technology ("Update"). Customer acknowledges and agrees that the Technology provided hereunder is neither contingent on the delivery of any Update, nor ordered in reliance on any oral or written public comments made by Company regarding any such Update.

3.4.2 Changes. Company may modify the Technology to improve performance, quality or security; enhance competitiveness; reduce costs; or comply with applicable law. Any Change will apply generally to customers using the affected Technology.

3.4.3 Legacy Technology. If Customer is using any prior version, design, or implementation of the Technology that is no longer part of the then-current offering ("Legacy Technology"), its features or functionality may differ from those available in the current Technology. Company may deprecate or discontinue Legacy Technology at its discretion (with or without notice) but will make reasonable efforts to transition Customer to the current Technology or a comparable offering, which may require execution of a new Order Form.

4. SUPPORT SERVICES

Company will provide support for applicable Subscription Services in accordance with its then-current service level agreement (SLA) applicable to Customer's Package and any purchased Add-Ons, each incorporated by reference into the Order Form. SLAs and uptime/response commitments apply solely to Subscription Services and not to Professional Services, Beta Services, or No-Charge Offerings. Support for Professional Services will be provided only as expressly set forth in an applicable Order Form or Statement of Work.

5. FEES & PAYMENT TERMS

- 5.1 Fees.** Customer shall pay all fees set forth in the applicable Order Form. All payment obligations are non-cancellable and, except as expressly stated in this Agreement, non-refundable.
- 5.2 Taxes.** Fees are exclusive of applicable taxes, levies, duties, or similar assessments of any nature. Customer is responsible for all taxes associated with its purchases under this Agreement, excluding taxes based on Company's net income, property, or employees.
- 5.3 Invoicing and Payment.** Unless otherwise set forth in an Order Form, fees will be invoiced in advance and are due within thirty (30) days from the invoice date.
- 5.4 Late Payments.** Any late payment shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is lower, from the due date until paid in full. Company may suspend Services upon written notice if Customer fails to pay any fees within thirty (30) days after the due date.
- 5.5 Payment Disputes.** Customer must notify Company of any disputed invoice amounts within fifteen (15) days of receipt of the invoice, and the parties will work in good faith to resolve the dispute. Customer shall pay all undisputed amounts when due.

6. TERM & TERMINATION

- 6.1 Term.** This Agreement will commence on the Effective Date and continue for the period specified in the Order Form (the "Term"), unless terminated earlier as provided in this Agreement. Unless otherwise set forth in an Order Form, Company may modify the applicable fees upon prior written notice to Customer at least sixty (60) days prior to the

end of the then-current term, provided that the modified fees will not apply until the next renewal term.

- 6.2 Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.
- 6.3. Termination When No Active Orders or SOWs.** Either party may terminate this Agreement upon written notice to the other party if, at the time of such notice, there are no active or open Order Forms or Statements of Work in effect. Such termination shall not relieve Customer of any financial obligations to Company under this Agreement, including without limitation any fees, charges, or payment commitments, whether accrued, invoiced, or otherwise outstanding at the time of termination or thereafter becoming due.
- 6.4 Rights and Obligations.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Services will immediately terminate and each will immediately cease all use of the Services.
- 6.5 Return or Deletion of Data.** Upon termination of the Agreement, if requested in writing by the Customer, Company shall return or subsequently destroy any remaining copies of Customer Data processed or stored on behalf of the Customer. Customer must request data return within thirty (30) days of termination.
- 6.6 Access Suspension.** Customer's Authorized Users' access to the Technology may be subject to suspension ("Suspension") if Company reasonably determines that: (a) Customer or any Authorized User has violated, is violating, or intends to violate any of the provisions contained in the Agreement; (b) Customer has ceased to continue business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (c) Customer is delinquent in its payment of Fees; or (d) the continued provision of the Technology to Customer or any Authorized User is prohibited by applicable law. Company will use commercially reasonable efforts to: provide Customer with notice and an opportunity to remedy such violation or threat prior to any such Suspension; where practicable, limit the Suspension based on the circumstances leading to the Suspension (e.g., to certain Authorized Users), and resume

access as soon as reasonably possible after cure. Company may require reactivation fees or updated payment authorization as a condition to reinstating access after suspension.

- 6.7 Renewal Terms.** Unless otherwise set forth in the applicable Order Form, subscriptions under this Agreement will renew for successive terms—whether by automatic renewal or mutual written agreement—at the then-current rate plus a five percent (5%) uplift over the fees applicable to the immediately preceding term, unless otherwise agreed in writing by the parties. Customer may prevent automatic renewal by providing written notice of non-renewal to Company via email to cancel@levelaccess.com at least sixty (60) days before the end of the current term.

7. CONFIDENTIALITY

- 7.1 Obligations.** Each party shall protect the other party's Confidential Information using reasonable care and shall not disclose or use it except as necessary to fulfill obligations under this Agreement. These confidentiality obligations shall survive for a period of three (3) years following termination or expiration of this Agreement, or for so long as the information remains confidential, whichever is longer.
- 7.2 Exclusions.** The restrictions and responsibilities outlined in this Section do not apply to any information that: (a) becomes publicly available through no wrongdoing or violation of this Agreement by the receiving party; (b) was already in the possession of the receiving party at the time it was shared; (c) is independently created by the receiving party without any use of or access to the disclosing party's Confidential Information; (d) is obtained lawfully from a third party who has the right to share it without violating any confidentiality obligations owed to the disclosing party.
- 7.3 Allowed Disclosures.** The obligations in this Section do not restrict either party from sharing the other party's Confidential Information: (a) when mandated by court order, government agency, or other legal authority (if legally permissible, the party required to disclose must provide reasonable notice to the other party to challenge or limit the disclosure); (b) with a party's legal or financial advisors, as long as the disclosure is made confidentially; (c) as mandated by applicable securities regulations.
- 7.4 Return or Destruction of Confidential Information.** Upon a written request by either party following expiration or termination of this Agreement, each party shall promptly

return or destroy the other party's Confidential Information, except that each party may retain archival copies maintained in secure backups in accordance with its standard record-retention policies. Any such retained information shall remain subject to the confidentiality obligations of this Agreement.

8. DATA SECURITY & PRIVACY

- 8.1 Customer Data.** Customer is responsible for ensuring that it has obtained all necessary authorizations, consents, and rights for the use of any data Customer provides to Company under this Agreement. Customer represents and warrants that it has legal authority to access, use, and disclose such data.

Customer acknowledges that Company provides accessibility tools and testing services designed to assess digital accessibility. In the course of using these tools and services, certain data may be incidentally collected from websites and other digital properties. Any such data collection is incidental in nature and is not intended to identify individuals or correlate information outside the scope of this Agreement.

Company will maintain commercially reasonable measures to protect the integrity, security and confidentiality of all Customer Data against any anticipated threats or hazards, and/or unauthorized access to or use of such data. Company will use Customer Data solely to provide, maintain, and support the Services, and will not access, use, or disclose Customer Data except as needed to perform its obligations or as required by law.

- 8.2 Consultant PII.** Consultant PII (personally identifiable information of Company employees, independent contractors, consultants, and subcontractors) is Company Confidential Information. Except as required for onboarding or background checks, Customer shall not require or process Consultant PII - including, but not limited to, drivers licenses and passports, or other identification documents - in connection with the Services. If Customer processes Consultant PII subject to applicable data protection laws, Customer shall implement appropriate safeguards and comply with all relevant legal requirements. Any Consultant PII provided to Customer must be handled securely and may not be used for any purpose other than those expressly permitted in this Agreement. Customer shall promptly notify Company within 48 hours of any actual or suspected unauthorized access, use, or disclosure of Consultant PII. Customer shall delete or return any Consultant PII upon completion of onboarding/background checks or upon

termination of this Agreement.

- 8.3 Usage Data.** Company may collect data relating to how its services are used, including system performance metrics and usage trends (“Usage Data”). This information may be used to provide, monitor, secure or improve the Technology. Company may aggregate and/or de-identify Usage Data in accordance with applicable law and will not attempt to re-identify such data or use it to identify Customer or any individual. Company will not sell personal data.
- 8.4 Artificial Intelligence.** Company integrates artificial intelligence (AI) and machine learning technologies as core components of certain features of the Technology. Customer understands and agrees that AI-driven capabilities are essential to the functionality of some features, and certain aspects of the Technology may not operate as intended or may be unavailable if AI is disabled or restricted. Customer acknowledges that disabling or restricting AI features may impact the functionality of the Technology.

Customer is responsible for ensuring that any input into AI-powered features complies with applicable laws, intellectual property rights, and third-party agreements, and for validating any AI-generated output before reliance or publication. Customer shall not misrepresent AI-generated content as human-generated.

Company will ensure any content submitted to AI systems remains confidential and is processed in accordance with this Agreement. Company shall not use Customer Data or any outputs derived therefrom to train, retrain, or improve general or third-party AI or machine-learning models, except as aggregated and de-identified in accordance with Section 8.2 (Usage Data).

AI-generated outputs are provided “AS IS” and “AS AVAILABLE,” and Company makes no representation or warranty regarding their accuracy, completeness, reliability, or fitness for any particular purpose.

- 8.5 AI Use and Ownership.** Customer may use the Technology and any reports, data or outputs generated by AI-enabled features solely for its business purposes, with the following exceptions. Customer shall not: (a) use any reports, data, methodologies or templates generated by the Technology to train or develop any AI, machine-learning, or similar models; (b) combine the Technology or outputs with third-party tools or data for benchmarking, redistribution, or creation of derivative works; or (c) otherwise use the

Technology or outputs to create, market, or offer any competing products or services that compete with those of the Company.

Subject to the restrictions above, Customer shall own all rights, title, and interest in the outputs generated by the Technology for Customer's use. Customer grants Company a perpetual, non-exclusive, royalty-free license to use such outputs internally for purposes of improving, maintaining, and supporting the Technology and related services, provided such use is conducted in accordance with this Agreement and applicable law.

All intellectual-property rights in and to the Technology, including underlying methodologies, templates, and proprietary reports, remain exclusively with Company.

9. INTELLECTUAL PROPERTY

- 9.1 **Technology.** Company and its licensors shall retain all right, title, and interest in and to the Technology, including all Intellectual Property Rights therein.
- 9.2 **Customer Data.** As between the parties, Customer shall remain the sole and exclusive owner of all right, title, and interest in and to the Customer Data. Subject to the rights and permissions granted in this Agreement, Customer grants Company a non-exclusive, royalty-free, worldwide license to use, host, store, reproduce, and process Customer Data solely as necessary to provide the Services under this Agreement.
- 9.3 **Feedback.** If Customer or its Authorized Users provide any Feedback, Company shall own all rights in such Feedback, and Customer hereby grants Company an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use such Feedback for any purpose.
- 9.4 **Deliverables: Ownership and IP.** Professional Services Deliverables that incorporate or are derived from the Technology, methodologies, templates, or know-how are licensed—not sold—to Customer under this Agreement. However, any deliverable developed by Company specifically for Customer and which does not include any Company Technology, templates, or pre-existing intellectual property shall be owned by Customer, provided that such ownership is expressly identified in the applicable Statement of Work. Notwithstanding anything to the contrary in this Agreement or any Statement of Work, Company retains all rights, title, and interest in and to its preexisting and underlying

intellectual property, methodologies, and know-how, regardless of whether the same are incorporated into or used in connection with the creation of any deliverable.

- 9.5 Reservation of Rights.** Other than expressly provided in this Agreement, nothing grants either party any right, title, or interest in or to the other party's Intellectual Property Rights. Without limiting the foregoing, nothing in this Agreement grants Customer any rights in or to the Technology, except for the limited rights expressly set forth herein.
- 9.6 Third-Party and Open-Source Components.** The Technology may include third-party or open-source components governed by their respective licenses. Use, modification, or redistribution of any such components by Customer may be subject to additional terms and conditions imposed by the original licensors. Customer is solely responsible for ensuring its own compliance with such license terms, including any obligations related to attribution, source code disclosure, or restrictions on commercial use. Company expressly disclaims any liability for Customer's failure to comply with these third-party or open-source license requirements.

10. WEB CONTENT ACCESSIBILITY GUIDELINES

- 10.1 Technology Purpose and Limitations.** The Technology assists the Customer in identifying, evaluating, and improving the accessibility of its digital properties in accordance with the principles of the WCAG success criteria. However, WCAG and related accessibility standards may evolve or be interpreted differently over time, and no automated tool can ensure full compliance without manual review by qualified professionals. Use of the Technology does not guarantee full conformance with WCAG or compliance any other accessibility law, regulation or standard, nor does it prevent potential claims or legal actions related to accessibility. Customer remains solely responsible for the accessibility and legal compliance of its digital properties and for ensuring that its digital assets conform with all accessibility requirements and comply with all applicable laws. Since Customer is solely responsible for implementing, managing, and maintaining any changes made to its systems, websites, or digital properties, Company shall not be responsible or liable for any issues, errors, or non-conformities arising from or related to such changes.
- 10.2 Acknowledgement and Agreement.** Customer acknowledges and agrees that when the Widget is embedded into Customer's website or mobile application, its activity will vary depending on Customer's implementation, content, and ongoing maintenance. Customer

may access the Widget’s interfaces, reporting tools and support resources to evaluate its performance and activity, subject to the technical limitations described in Section 10.5.

- 10.3 No Legal Advice.** Any discussions, recommendations, or information provided by Company personnel are for informational purposes only and do not constitute legal advice. Company does not provide legal advice or opinions regarding conformance with WCAG or compliance with any accessibility laws, regulations, or standards. Customer is solely responsible for obtaining its own legal counsel regarding such matters.
- 10.4 Technical Limitations.** Reports generated by automated tools may not identify all accessibility issues, features, or violations and should be reviewed and validated by qualified personnel. For clarity, certain non-HTML content (such as PDF, audio, and video materials) may fall outside the scope of automated evaluation.
- 10.5 Waiver of Claims.** Customer expressly waives any claims against Company arising from reliance on the Technology or any discussions with Company personnel regarding the matters addressed in this Section. Any such claims, liabilities, or damages resulting from such reliance are explicitly excluded from Company’s indemnification obligations.

11. DISCLAIMER OF WARRANTIES

THE TECHNOLOGY IS PROVIDED TO CUSTOMER STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY. COMPANY MAKES NO REPRESENTATIONS THAT THE TECHNOLOGY OR SERVICES WILL RESULT IN COMPLIANCE WITH ANY PARTICULAR LAWS, REGULATIONS, ACCESSIBILITY STANDARDS, OR THIRD-PARTY REQUIREMENTS.

12. LIMITATION OF LIABILITY

- 12.1 NO INDIRECT DAMAGES.** IN NO EVENT SHALL COMPANY AND ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT OR ITS SUBJECT MATTER TO CUSTOMER, ITS AFFILIATES, OR ANY AUTHORIZED USER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST

PROFITS OR REVENUES, DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE PROVISION (OR USE) OF THE TECHNOLOGY OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**12.2 MAXIMUM LIABILITY.** IN NO EVENT WILL THE AGGREGATE AND TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES TO CUSTOMER, ITS AFFILIATES, OR ANY AUTHORIZED USER, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROVISION (OR CUSTOMER'S USE) OF THE TECHNOLOGY, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THE APPLICABLE ORDER FORM IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS SHALL NOT EXPAND THIS LIMITATION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE LIABILITY FOR BETA SERVICES AND NO-CHARGE OFFERINGS SHALL NOT EXCEED USD \$100.

- 12.3 ESSENTIAL PURPOSE.** THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE PARTIES ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION AND THAT THE LIMITATIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. INDEMNIFICATION

- 13.1 Company Indemnity.** Company shall indemnify, defend, and hold harmless Customer, its Affiliates, and any Authorized User from and against any out-of-pocket damages, judgments, approved settlement payments, costs, and reasonable outside attorneys' fees incurred in defending any third-party claim, demand, or action ("Losses") alleging that the Technology, or Customer's use of the Technology as permitted hereunder infringes or misappropriates that third-party's Intellectual Property Rights. If Company receives

information about such Losses, Company may in its discretion and at no cost to Customer: (a) procure for Customer the right to continue to use the affected Technology under this Agreement, (b) modify or replace the allegedly infringing Technology so that it is no longer infringing while remaining functionally equivalent, or (c) terminate the relevant Order Form pertaining to the allegedly infringing Technology and refund any pre-paid fees for the unused portion of the Subscription Term starting on the date Customer lost use of the Technology due to the Losses. The foregoing indemnity shall not apply to Losses arising from: (a) specifications or designs furnished by Customer and implemented by Company at Customer's request, (b) use or modification of the Technology in combination with any software, application, hardware, equipment, data or

other technology not provided by Company where the claim would not arise but for such combination, or (c) use of the Technology other than in accordance with the then applicable Documentation. THIS SECTION SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, ITS AFFILIATES, AND ANY AUTHORIZED USER FOR ANY LOSSES COVERED UNDER THIS SECTION.

13.2 Customer Indemnity. Customer shall indemnify, defend, and hold harmless Company and its Affiliates from and against any Losses arising out of (a) a Customer Application or Customer Data, or Company's use of a Customer Application or Customer Data as permitted hereunder, that infringes or misappropriates a third party's Intellectual Property Rights; (b) Customer's breach of this Agreement or (c) Customer's failure to comply with applicable laws, including data privacy and accessibility requirements.

13.3 Procedure. The Party seeking indemnification (as "Indemnitee") shall promptly notify the other Party from whom indemnification is sought (the "Indemnitor") in writing of the Indemnitee's Losses and, if requested by Indemnitor, provide reasonable assistance in the defense and settlement of any Losses. Indemnitor shall have sole control of the defense and settlement of the Losses; provided that any settlement must unconditionally release Indemnitee of all liability and contain no admission of liability as to Indemnitee.

14. INSURANCE

Company maintains insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks as are customarily maintained by companies engaged in similar businesses in which Company operates.

15. DISPUTE RESOLUTION & GOVERNING LAW

- 15.1 Governing Law.** This Agreement is governed by and construed in accordance with the laws of Delaware without regard to its conflict of law principles; provided, however, that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions of this section.
- 15.2 Mediation (Condition Precedent for Claims Over \$100,000).** For any dispute, claim, or controversy (a “Dispute”) in which the aggregate value exceeds \$100,000, the parties shall first attempt in good faith to resolve the Dispute through mediation administered by the American Arbitration Association (“AAA”) under its Mediation Procedures then in effect. The mediation shall commence within 30 days of a written request by either party and be limited to one session of up to 8 hours, unless otherwise agreed. If the Dispute is not resolved within 60 days after the mediation request, arbitration may proceed.
- 15.3 Arbitration.** Any Dispute not resolved by mediation (if applicable) shall be finally resolved by binding arbitration administered by the AAA under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator in New York, New York, unless the parties agree otherwise. Payment of all filing, administration, and arbitrator fees shall be governed by the AAA Rules, and each party shall bear its own attorneys’ fees and costs unless the arbitrator determines that applicable law permits an award to the prevailing party. Judgment on the award may be entered in any court of competent jurisdiction. Each party consents to the personal jurisdiction of the state and federal courts located in Delaware for purposes of enforcing any arbitration award. Consistent with the Federal Arbitration Act and the Supreme Court’s decision in *Smith v. Spizzirri*, 144 S. Ct. 1173 (2024), any court having jurisdiction shall, upon motion of either party, stay (and not dismiss) any action or proceeding pending the completion of arbitration. The arbitration proceedings, including all submissions, evidence, hearings, and the award, shall be confidential and not publicly disclosed except as required by law or to enforce or challenge the award. The parties may disclose information to their professional advisors, insurers, or auditors who are bound by confidentiality obligations. If court involvement is necessary, the parties will seek to file documents under seal. This confidentiality obligation survives termination of the Agreement and conclusion of the arbitration.
- 15.4 Exceptions to Arbitration.** Either party may seek temporary or permanent injunctive or other equitable relief in the state and federal courts located in Delaware to protect its

intellectual property rights or unauthorized use or disclosure of Confidential Information, without waiving its right to arbitration of all other claims.

15.5 Waivers and Severability. All Disputes shall be resolved on an individual basis. Neither party may bring or participate in any class, collective, consolidated, or representative.

action, and the arbitrator shall have no authority to consolidate claims or preside over any such proceeding. Each party knowingly and voluntarily waives any right to a jury trial in connection with any Dispute.

If any portion of this Section is found unenforceable, that portion shall be severed, and the remainder shall remain in full force and effect; provided, however, that in no event shall any severed provision permit class, consolidated, collective, or representative arbitration or litigation.

16. GOVERNMENT TERMS

Company provides the Technology, including related software and technology, for ultimate federal government end use solely in accordance with this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Technology, or any related documentation of any kind, including technical data, software, and manuals, is restricted by this Agreement. All other use is prohibited and no rights other than those provided in this Agreement are conferred. The Technology was developed fully at private expense.

17. MISCELLANEOUS

17.1 Force Majeure. Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including but not limited to natural disasters, governmental actions, acts of war, terrorism, labor disputes, pandemics or cyberattacks.

17.2 Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement, in whole or in part and without such consent, to an Affiliate or in

connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any permitted assignment shall require prompt written notice to the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section is void.

- 17.3 Interpretation; Severability.** The parties intend that the construction of this Agreement shall be without regard to any presumption or rule requiring construction or interpretation against the drafter. If any provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify any invalid provision to reflect their original intent as closely as possible.
- 17.4 Publicity Rights.** Company may include Customer's name and logo in promotional and marketing materials identifying Customer as a customer of Company.
- 17.5 Contract for Services.** This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation shall not apply. If Customer is located outside the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods or other similar legislation shall not govern this Agreement.
- 17.6 Amendments.** Any modifications to this Agreement must be in writing and signed by authorized representatives of both parties.
- 17.7 English Language.** This Agreement, along with all related documents, communications, and proceedings, shall be drafted, interpreted, and enforced exclusively in the English language. In the event of a translation, the English version shall prevail.
- 17.8 Entire Agreement.** This Agreement, together with all Order Forms, Statements of Work, and any incorporated addenda, constitutes the entire agreement between the parties and supersedes all prior agreements or representations regarding the subject matter hereof.

17.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17.10 Order of Precedence. In the event of any conflict or inconsistency among this Agreement, any applicable Order Form, Statement of Work (SOW), or Service Level Agreement (SLA), the following order of precedence shall apply, unless expressly stated otherwise in the relevant document:

(1) any Amendment or Addendum (but solely with respect to the terms expressly modified or added therein);

(2) the Order Form (but solely with respect to the commercial terms expressly set forth therein, including pricing and quantities);

(3) the Statement of Work (for matters specific to Professional Services described therein);

(4) the Service Level Agreement (for matters specific to service performance and uptime commitments); and

(5) this Agreement.

To the extent Customer's access to or use of any UserWay products or functionality is subject to separate terms of service or similar product-level terms, such terms shall apply only to the extent they do not conflict with this Agreement, and this Agreement shall control in the event of any conflict. For clarity, such product-level terms do not govern the commercial relationship between the parties.

If any ambiguity remains after application of the foregoing order of precedence, then, solely as between the documents listed in this Section, the document most specific to the subject matter shall control.

All other terms not expressly modified or superseded in the applicable Order Form, SOW, or SLA shall remain subject to and governed by this Agreement.

- 17.11 Survival.** The following provisions survive expiration or termination of this Agreement: Fees & Payment Terms, Confidentiality, Data Security & Privacy, Intellectual Property, Disclaimer of Warranties, Limitation of Liability, Indemnification, Dispute Resolution & Governing Law, Order of Precedence, Term & Termination (only 6.4 and 6.5) and any other provisions that by their nature should survive.
- 17.12 Notices.** All notices must be in writing and sent to the contacts on the applicable Order Form (or to such other address/email as a party may designate by notice). Notices are deemed given: (a) upon personal delivery; (b) one (1) business day after deposit with a nationally recognized overnight courier with written verification of receipt; or (c) for email, on the date sent if accompanied by confirmation of transmission and no automated bounce-back is received. Routine operational or billing communications may be sent by email.

SIGNATURE PAGE FOLLOWS.

Signature Page

Master Subscription Agreement (MSA)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Level Access, Inc.
(Signature)
(Name)
(Title)
(Effective Date)

Customer [Full Legal Entity Name]
(Signature)
(Name)
(Title)

(Effective Date)