

CONSULTIPLY LLC

Master Services Agreement

The general terms governing every engagement. Scope, fees, and term for each engagement are set in an Order Form or Statement of Work.

VERSION	DATE	GOVERNING LAW	EXHIBITS
v1.3	September 12, 2026	New York	A (reserved) · B · C · D

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MASTER SERVICES AGREEMENT

Consultiply LLC · 2048 41st St, Queens, NY 11105 · legal@consultiply.ai

Version 1.3 · September 12, 2026

This Master Services Agreement (the “Agreement” or “MSA”) sets the terms under which Consultiply LLC, a New York limited liability company with its principal office at 2048 41st St, Queens, NY 11105 (“Consultiply,” “Provider,” “we,” “us,” or “our”), provides services to the client named in the applicable Statement of Work, proposal, quote, or order form (“Client,” “you,” or “your”).

This Agreement, each Statement of Work ("SOW"), each Order Form, and every addendum or exhibit incorporated by reference (together, the "Terms") form the entire agreement between the parties.

ACCEPTANCE. Client is bound by these Terms upon the earliest of: (a) signing an SOW, proposal, or order form; (b) instructing Consultiplify to begin work by email, electronic acknowledgment, or verbally where Consultiplify then confirms in writing; or (c) using or continuing to use any Services after receiving notice of these Terms.

In the event of any conflict, this Agreement controls, except where the No Guarantee / No Outcome Addendum or the AI Risk & Liability Disclosure incorporated into this Agreement imposes a more specific or stricter limitation in Consultiplify's favor, in which case the more protective provision controls. A provision of an Order Form, SOW, service schedule or other engagement document supersedes a provision of this Agreement only where it expressly identifies, by number, the Section of this Agreement it modifies, and states that the parties intend to modify that Section. A provision that does not do both does not modify this Agreement, however inconsistent with it the provision may appear, and this Agreement controls.

1. DEFINITIONS

- **"Client Data"** means data, content, files, credentials, or other materials Client supplies or makes accessible to Consultiplify in connection with the Services.
- **"Consultiplify IP"** means all materials, frameworks, methodologies, templates, playbooks, prompts and prompt libraries, agent designs, evaluation tools, code, models, know-how, and other intellectual property that Consultiplify owned or controlled before the engagement or develops independently of Client Data.
- **"Client-Hosted Deliverable"** means a Deliverable that is deployed, configured, or installed inside Client's own accounts, tenants, environments, or infrastructure.
- **"Consultiplify-Hosted Component"** means any infrastructure, orchestration layer, workflow, agent runtime, integration, monitoring, or related component that runs on, within, or through accounts, platforms, or infrastructure controlled by Consultiplify, even where it serves a Client instance.
- **"Deliverables"** means the work product an SOW expressly identifies as a deliverable.
- **"Effective Date"** means the date the first SOW is signed by both parties.
- **"Services"** means the advisory, assessment, fractional leadership, strategy, training, workshop, and related professional services Consultiplify performs under an SOW. Services under this MSA are advisory in nature; software build, agent deployment, and managed operations ("Studio" and "Care" services) are provided only under a separate service schedule expressly referencing those services.
- **"Order Form"** means a written order form executed by both parties that incorporates this Agreement and states the commercial terms of a recurring or subscription engagement (service, tier, rate, term, cadence). An executed Order Form is an engagement document under this Agreement in the same manner as an executed SOW.
- **"Third-Party Tools"** means AI models, foundation models, software, APIs, platforms, and cloud services not owned by Consultiplify that are used in connection with the Services, including any third-party software,

models, platforms, subscriptions, tooling or services that Consultiplly procures, provisions, resells or administers on Client's behalf.

2. HOW ENGAGEMENTS ARE STRUCTURED

This MSA states the general terms for all Services. Scope, deliverables, timeline, fees, and term for any particular engagement are set in a written SOW or Order Form signed by both parties: a SOW for bounded projects with deliverables and an end, an Order Form for recurring commitments with a rate, a term, and a cadence. More than one SOW or Order Form may be active at the same time. This MSA remains in force while any SOW is active and thereafter until terminated under Section 17.

3. SCOPE AND NATURE OF SERVICES

Consultiplly provides AI strategy, fractional AI leadership, assessments, blueprints, workshops, training, vendor oversight, and related advisory services as described in each SOW. Unless an SOW states otherwise:

- All Services are advisory and consultative. Consultiplly is not Client's employee, agent, partner, joint venturer, or fiduciary.
- Consultiplly does not make business decisions for Client and does not assume operational responsibility for Client's business, systems, vendors, or compliance posture. Where Consultiplly oversees or coordinates a third-party vendor on Client's behalf, that vendor remains solely responsible for its own work, and Client's contract with that vendor governs that vendor's obligations.
- Consultiplly does not give legal, accounting, tax, medical, insurance, investment, or other regulated professional advice. Any observation touching regulated subject matter is general, and Client must consult licensed professionals before acting.
- Consultiplly's obligation is to apply reasonable professional effort in the circumstances. Consultiplly does not promise any particular outcome, result, adoption rate, or level of performance.
- Except where an Order Form or SOW expressly incorporates an executed service level exhibit, Consultiplly makes no service level, availability or response time commitment, and no credit, refund or other remedy is available for any failure of the Services to meet an expected or assumed level of performance or responsiveness. The parties acknowledge that the absence of an incorporated service level exhibit is a material element of the fees set out in the applicable Order Form or SOW.

4. INDEPENDENT CONTRACTOR

Consultiplly is an independent contractor. Nothing in these Terms creates an employment, agency, partnership, joint-venture, or franchise relationship. Consultiplly alone determines the manner, method, scheduling, and personnel used to perform the Services, and is solely responsible for its own taxes, insurance, benefits, and employment obligations. Client will not extend employee benefits to Consultiplly personnel. Consultiplly may serve other clients, including Client's competitors, unless an Order Form or SOW expressly grants exclusivity.

5. CLIENT RESPONSIBILITIES

Client will: (a) provide accurate, complete, and timely information, materials, access, and decisions; (b) designate stakeholders with authority to direct the engagement; (c) review and approve recommendations and Deliverables promptly; (d) maintain its own backups, security controls, and data protection, including for Client Data shared with Consultiply; (e) comply with all laws applicable to its business, including privacy, employment, AI governance, and intellectual-property law; (f) independently review, validate, and approve any AI output, recommendation, or Deliverable before relying on or implementing it; and (g) pay undisputed invoices when due. Consultiply is not responsible for any delay, cost, loss, or claim caused in whole or in part by Client's failure to meet these responsibilities.

6. FEES, PAYMENT, AND ACCELERATION

6.1 Fees

Fees, rates, and payment schedules are stated in each Order Form or SOW, in U.S. dollars, exclusive of taxes and third-party costs.

6.2 Invoices

Unless an Order Form or SOW provides otherwise: invoices are due fifteen (15) days from issue (Net 15); retainer and recurring fees are billed in advance; project fees follow the SOW milestones; and all fees are non-refundable once Services are rendered or hours are expended. Client bears all applicable sales, use, excise, and similar taxes. Where Consultiply delivers or resells any digital good, prewritten software, license, or subscription as part of the Services, any sales, use, or similar transaction tax that applies to that digital good will be itemized separately on the invoice and is payable by Client in addition to the stated fees.

6.3 Late Payment

Overdue amounts accrue interest at one and one-quarter percent (1.25%) per month or the maximum rate permitted under New York law, whichever is lower. Client will reimburse reasonable collection costs, including attorneys' fees and agency charges. A fifty-dollar (\$50) fee applies to any returned payment.

6.4 Acceleration

If Client fails to pay when due and does not cure within ten (10) days of written notice, all accrued and unpaid amounts under this Agreement and all active Order Forms and SOWs become immediately due, together with, for each active Order Form or SOW, an amount equal to the fees that would have become payable during a sixty (60) day notice period under Section 17.3. No further acceleration of unearned fees applies.

6.5 Invoice Disputes

Client must dispute an invoice in writing, with supporting detail, within thirty (30) days of receipt; otherwise the invoice is deemed accepted. Undisputed portions remain payable on time. Where a charge is a consumption-based third-party pass-through governed by Section 30, the dispute window for that charge is fifteen (15) days, because vendor metering data ages quickly; all other charges carry the thirty-day window.

6.6 Authorized Contacts

(a) Designation. Client shall designate in writing at least one individual authorized to request changes, approve actions, approve a governance configuration, and give instructions to Consultiply in connection with the Services (each, an “Authorized Contact”), and shall keep that designation current.

(b) Reliance. Consultiply may rely on any instruction, approval or information given by a person reasonably appearing to be an Authorized Contact, including any approval, instruction, or order received from an email address on Client’s domain in the ordinary course of the engagement, and has no obligation to verify that person’s internal authority within Client’s organization. Client is responsible for maintaining its own internal controls over who holds that role and for controlling access to its own accounts.

(c) Governance Approvals. Where a SOW, service schedule or Deliverable allocates decisions between automated action and human approval, only an Authorized Contact may approve a change to that allocation.

(d) Limits on Authority. This Section does not authorize an Authorized Contact to amend this Agreement, agree new or changed fees, extend or shorten a term, or waive any provision. Changes of that kind require a signed Order Form, SOW or amendment.

6.7 No Most-Favored Pricing

Consultiply does not grant most-favored-customer, most-favored-nation or equivalent preferential pricing status to any client. Rates are set for each engagement by reference to its scope, term, cadence, risk and commitment structure, and Consultiply publishes list rates and time-limited promotional, program and cohort rates from time to time. The existence of a different rate offered to another client, or of any promotional, program or cohort rate, gives Client no right to renegotiate, rebate, credit, true up or otherwise adjust the fees set out in an executed Order Form or SOW.

7. NO GUARANTEES, WARRANTIES, OR OUTCOMES

7.1 General Disclaimer

ALL SERVICES, RECOMMENDATIONS, ANALYSES, ARTIFACTS, AND DELIVERABLES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. CONSULTIPLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND RELIABILITY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7.2 No Outcome Guarantee

Consultiply makes no representation or guarantee as to: revenue, profit, savings, ROI, or any financial or business outcome; productivity, efficiency, or workforce effects; the accuracy, completeness, currency, or fitness of any AI output or third-party model; the availability, performance, or continued existence of any Third-Party Tool; compliance with any law, regulation, framework, or certification (Client is solely responsible for its own compliance); the absence of bias, hallucination, error, or omission in AI outputs; or the suitability of any recommendation for Client’s particular circumstances.

7.3 Limited Service Warranty

For thirty (30) days after delivery of a Service or Deliverable, Consultiply warrants that the Service was performed in a professional manner consistent with generally accepted industry practice. Client's sole remedy for breach is, at Consultiply's election, re-performance of the deficient Service or a credit toward future Services not exceeding the fees paid for the deficient Service. This Section 7 states Consultiply's only warranty.

8. INTELLECTUAL PROPERTY

8.1 Consultiply IP

Consultiply retains all right, title, and interest in Consultiply IP, including every improvement, derivative, methodology, prompt library, framework, agent design, evaluation tool, and item of know-how, whether created before, during, or after an engagement.

8.2 Deliverables — Licensed by Default, Assignable per SOW

Upon Consultiply's receipt of full payment of all fees due under the applicable Order Form or SOW, Consultiply grants Client a perpetual, non-exclusive, non-transferable, royalty-free license to use the Deliverables identified in that SOW for Client's internal business purposes, including any Consultiply IP embedded in them. Ownership of a Deliverable transfers to Client only where the applicable SOW expressly assigns it in writing; absent such assignment, Deliverables are licensed, not sold. Before full payment, Client's rights in Deliverables are limited to a revocable license to evaluate them.

8.3 Consultiply IP and Platform Components — Retained Wherever Deployed

Consultiply retains sole ownership of all Consultiply IP, including agents, agent runtimes, orchestration layers, workflows, integrations, monitoring, prompts and prompt libraries, frameworks, methodologies, and platform components, regardless of where they run or are deployed, including inside Client's own accounts, tenants, environments, or infrastructure. Consultiply grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to use such components for Client's internal business purposes during the term of the applicable Order Form or SOW and, where the Order Form or SOW so provides, any continuing service term. This license ends when the applicable term ends or Client fails to pay. On request and at Consultiply's then-current rates, Consultiply will provide a reasonable export of Client Data held within any such component. Consultiply does not assert ownership over anything in Client's environment.

8.4 Client Data

Client keeps all rights in Client Data and grants Consultiply a limited, royalty-free license to access, use, copy, transmit, and modify Client Data solely to perform the Services. Consultiply may collect and use aggregated, de-identified operational telemetry as provided in Section 29.3.

8.5 Case Studies and Proof

Consultiply may describe the engagement in anonymized form. Any use of Client's name, logo, metrics, or quotations requires Client's prior written consent, which Client may condition or withdraw prospectively.

8.6 Feedback

Client may give Consultiply suggestions, comments, ideas, enhancement requests or other feedback regarding the Services, the methods used to deliver them, or Consultiply IP ("Feedback"). Client grants Consultiply a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable and transferable license to use, reproduce, modify, create derivative works of and otherwise exploit Feedback for any purpose, without obligation to Client. Feedback does not include Client Data or Client Confidential Information, and nothing in this Section permits Consultiply to use either.

8.7 No Other Rights

Except as expressly stated, neither party grants the other any right or license, by implication, estoppel, or otherwise. Consultiply's use of artificial intelligence and its handling of Client Data in connection with AI systems are addressed in Section 29.

9. CONFIDENTIALITY

"Confidential Information" is any non-public business, technical, financial, or proprietary information one party discloses to the other, whether or not marked, that a reasonable person would treat as confidential; it includes Consultiply IP, Consultiply's methods and pricing, and Client Data. The receiving party will use Confidential Information only to perform under these Terms, protect it with at least reasonable care and no less than it protects its own confidential information, and limit access to personnel and contractors bound by obligations no less protective. Confidential Information excludes information that is or becomes public without breach, was already rightfully known to the recipient, is independently developed without use of the other party's information, or is rightfully received from a third party without restriction. Compelled disclosure is permitted with prompt notice (where lawful) and reasonable cooperation in seeking protection. These obligations survive termination for three (3) years, and for trade secrets as long as they remain trade secrets under applicable law. Breach may cause irreparable harm, and the non-breaching party may seek injunctive relief without bond in addition to other remedies. Confidential Information also includes information disclosed before the Effective Date in anticipation of this engagement, including any materials shared during evaluation, scoping, or discovery; those pre-effective-date disclosures are covered by this Section as if made on the Effective Date.

Regulatory Examination. Where Client is subject to examination or inquiry by a governmental, financial, healthcare or professional regulator with jurisdiction over Client, and that examination or inquiry reaches Client's use of the Services, Consultiply shall cooperate in good faith on Client's reasonable advance written notice. Such cooperation is subject to: (i) reasonable allocation of Consultiply's costs, which may be invoiced to Client at Consultiply's then-current rates for the personnel involved; (ii) preservation of Consultiply's confidentiality and trade-secret interests, including by protective order or confidential-treatment request where appropriate; (iii) Consultiply's right to instruct its own counsel; and (iv) Consultiply's continuing obligations to its other clients. Nothing in this Section grants Client or any regulator a right of on-site audit of, or direct access to, Consultiply's systems, facilities or personnel. Client's diligence rights are as set out in Exhibit B.

10. AI AND TECHNOLOGY ACKNOWLEDGMENT

Client acknowledges that: AI systems, including large language models, are probabilistic, non-deterministic, and continuously changing, and can produce outputs that are inaccurate, incomplete, biased, fabricated, or outdated; AI outputs must be reviewed, validated, and approved by qualified human personnel before being relied on, distributed, deployed, or acted upon; Third-Party Tools are owned and controlled by others, and their availability, accuracy, pricing, terms, and data practices may change without notice and are outside Consultiplly's control; laws and standards governing AI are evolving, and Consultiplly cannot guarantee that any Deliverable or recommendation will remain compliant; AI tools may generate content that infringes third-party rights, and Client is responsible for clearing its own use of AI outputs; and Client Data supplied to Third-Party Tools is subject to those providers' terms, including retention and training-use terms, which Client is responsible for reviewing and accepting.

11. AI OUTPUT, DATA, AND TECHNOLOGY LIABILITY WAIVER

READ CAREFULLY. THIS SECTION SIGNIFICANTLY LIMITS CONSULTIPLY'S LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, CLIENT WAIVES, RELEASES, AND HOLDS HARMLESS CONSULTIPLY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (THE "RELEASED PARTIES") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, ARISING OUT OF OR RELATING TO: (a) ANY OUTPUT, RECOMMENDATION, ANALYSIS, OR ARTIFACT GENERATED BY OR WITH THE ASSISTANCE OF ARTIFICIAL INTELLIGENCE, INCLUDING ANY HALLUCINATION, INACCURACY, BIAS, OMISSION, OR ERROR; (b) ANY DECISION OR ACTION CLIENT TAKES OR FAILS TO TAKE BASED ON THE SERVICES, DELIVERABLES, OR AI OUTPUTS; (c) ANY DATA BREACH, UNAUTHORIZED ACCESS, DATA LOSS OR CORRUPTION, RANSOMWARE, MALWARE, PHISHING, OR OTHER CYBERSECURITY INCIDENT INVOLVING CLIENT'S SYSTEMS, ACCOUNTS, OR DATA, IN EACH CASE EXCEPT TO THE EXTENT CAUSED BY CONSULTIPLY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (d) ANY ACT, OMISSION, OUTAGE, PRICING OR TERMS CHANGE, DATA PRACTICE, OR DISCONTINUATION OF ANY THIRD-PARTY TOOL OR PROVIDER; (e) ANY INTELLECTUAL-PROPERTY, PUBLICITY, OR PRIVACY CLAIM ARISING FROM CLIENT'S USE, DISTRIBUTION, OR DEPLOYMENT OF AI OUTPUTS OR DELIVERABLES; (f) ANY REGULATORY INVESTIGATION, ENFORCEMENT ACTION, FINE, PENALTY, OR JUDGMENT IMPOSED ON CLIENT; (g) ANY LOSS, CORRUPTION, OR DESTRUCTION OF CLIENT DATA, INCLUDING DURING PROCESSING, TRANSFER, OR INTERACTION WITH THIRD-PARTY TOOLS; (h) ANY HARM TO CLIENT'S CUSTOMERS, EMPLOYEES, OR THIRD PARTIES RESULTING FROM CLIENT'S DEPLOYMENT OF AI TOOLS OR DELIVERABLES; OR (i) ANY DELAY OR FAILURE OF SERVICES CAUSED BY THIRD-PARTY OUTAGES, FORCE MAJEURE, OR CIRCUMSTANCES BEYOND CONSULTIPLY'S REASONABLE CONTROL.

CLIENT ALONE IS RESPONSIBLE FOR (i) BACKING UP ITS DATA, (ii) MAINTAINING ITS CYBERSECURITY CONTROLS, (iii) REVIEWING ALL AI OUTPUTS BEFORE USE, AND (iv) COMPLYING WITH ALL LAWS GOVERNING ITS USE OF AI AND DATA.

12. DECLINED RECOMMENDATIONS

Consultiply may recommend tools, controls, governance practices, training, or operational changes. Client may accept or decline any recommendation. If Client declines or fails to implement a recommendation, for cost or any other reason, Client assumes all risk of that decision and releases Consultiply from any claim, loss, or damage arising from the absence of the declined item. Consultiply need not repeat declined recommendations or reshape the engagement to compensate for them except under a separate SOW.

13. LIMITATION OF LIABILITY

13.1 Excluded Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTIPLY IS NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REVENUE, BUSINESS, OR OPPORTUNITY; BUSINESS INTERRUPTION; LOSS OF GOODWILL; LOSS OR CORRUPTION OF DATA; COST OF SUBSTITUTE SERVICES; REGULATORY PENALTIES; OR DAMAGES ARISING FROM THIRD-PARTY TOOLS — UNDER ANY LEGAL THEORY AND EVEN IF ADVISED OF THEIR POSSIBILITY.

13.2 Aggregate Cap

CONSULTIPLY'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS, FOR ALL CLAIMS COMBINED, WILL NOT EXCEED THE FEES CLIENT ACTUALLY PAID TO CONSULTIPLY UNDER THE SOW GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13.3 Allocation of Risk

These limitations reflect a deliberate allocation of risk between sophisticated parties, are reflected in Consultiply's fees, and are an essential basis of the bargain. They apply even if a limited remedy fails of its essential purpose. They do not limit Client's payment obligations or any liability that cannot be limited under New York law, including liability for gross negligence, willful misconduct, or fraud.

13.4 Fee Base for the Cap

For the purpose of calculating the limit in Section 13.2, "fees paid" means amounts paid to Consultiply as consideration for its own advisory, assessment, blueprint, fractional, build and Care services, and expressly excludes: (i) amounts paid for or reimbursed in respect of third-party software, model, platform, subscription or tooling licenses; (ii) artificial intelligence model consumption, token, compute, storage or usage charges, whether invoiced by Consultiply or billed to Client directly by a provider; (iii) hardware; (iv) taxes of any kind; (v) travel, accommodation and other reimbursable expenses; and (vi) any amount Consultiply collects from Client and remits to a third party on Client's behalf.

14. INDEMNIFICATION

14.1 By Client

Client will defend, indemnify, and hold harmless Consultiply and the Released Parties from any third-party claim, loss, damage, liability, fine, settlement, or expense (including reasonable attorneys' fees) arising from: Client's business, products, or services; Client's use, deployment, modification, or distribution of any Deliverable, AI output, or recommendation; Client's violation of any law; Client's breach of a license granted under these Terms; inaccurate, incomplete, or unauthorized information Client provides; claims by Client's customers, employees, or end users arising from Client's products, services, or use of AI; any cybersecurity incident or data loss involving Client's systems or accounts; or Client's selection, use, or reliance on any Third-Party Tool.

14.2 By Consultiply

Consultiply will defend Client against any third-party claim alleging that a Deliverable (excluding Third-Party Tools, Client Data, and Client-supplied content), as delivered and used in accordance with these Terms, infringes a United States copyright or trademark. Consultiply's liability under this Section is subject to the cap in Section 13.2 and is Client's sole remedy for intellectual-property claims.

14.3 Procedure

The indemnified party will promptly notify the indemnifying party in writing, give it sole control of the defense and settlement (no settlement may impose obligations on the indemnified party without its consent), and cooperate reasonably at the indemnifying party's expense.

15. CLIENT INSURANCE

Client represents that it maintains commercially reasonable insurance for its business, including general liability and, where applicable, cyber-liability and professional-liability coverage, and will provide a certificate of insurance on written request. Consultiply need not be named as an additional insured.

16. NON-SOLICITATION OF PERSONNEL

During the term and for twelve (12) months after termination, Client will not directly or indirectly solicit, hire, or engage as a contractor any Consultiply employee or contractor with whom Client had material contact during the engagement, without Consultiply's prior written consent. The following are permitted and do not breach this Section: (a) general public job postings not targeted at Consultiply personnel, and any hire resulting solely from such a posting; and (b) the hiring or engagement of an individual who first approaches Client on that individual's own initiative, without any direct or indirect solicitation, encouragement, or referral by Client or anyone acting on Client's behalf, provided Client gives Consultiply written notice within ten (10) business days of extending an offer. For clarity, this Section governs only Client's obligations to Consultiply. It does not restrict any individual's ability to seek or accept employment. If a court finds any part of this Section overbroad, the parties intend it to be reformed to the broadest enforceable scope rather than struck. Breach may cause irreparable harm; Consultiply may seek injunctive relief and, where the breach involves hiring, liquidated damages equal to thirty-five percent (35%) of the affected individual's first-year base compensation with Client, excluding bonus, equity, and variable pay. The

parties agree this amount is a reasonable pre-estimate of Consultiplify's recruiting and replacement cost, which is difficult to determine precisely and which includes external search or agency fees at prevailing market rates, internal recruiting and onboarding time, ramp-to-productivity loss, and the cost of transitioning affected client engagements. It is not a penalty.

17. TERM, TERMINATION, AND SURVIVAL

17.1 Term

This Agreement begins on the Effective Date and remains in effect while any SOW is active; thereafter it continues on a non-exclusive basis for future SOWs until terminated under Section 17.4.

17.2 SOW Term

Each SOW runs for the term it states (the "SOW Term"), whether a fixed period, a milestone, a deliverable schedule, or another defined duration. Both parties commit to the full SOW Term, subject only to this Section 17. If an SOW states no term, the SOW Term is the period reasonably needed to complete the described Services, as Consultiplify determines in good faith.

17.3 Termination for Convenience

Either party may terminate an SOW for convenience on sixty (60) days' prior written notice. During the notice period the SOW continues in full: Consultiplify continues to perform the Services and Client continues to pay the fees stated in the SOW, on the stated schedule. On the effective date of termination Client owes, in addition, all earned but unpaid fees and expenses through that date, and any non-cancelable third-party costs Consultiplify has incurred or committed on Client's behalf before receiving notice. No termination fee, liquidated damages, or accelerated payment of fees beyond the notice period is payable under this Section. Where an SOW states a minimum commitment period, notice under this Section may not take effect before the end of that period.

17.4 Termination of the Agreement

Either party may terminate this Agreement on sixty (60) days' written notice at any time when no SOW is active. Termination of this Agreement does not terminate an active SOW; each active SOW continues on its own terms, and this Agreement continues to govern it until it ends.

17.5 Termination for Cause

Either party may terminate immediately on written notice if the other materially breaches and fails to cure within fifteen (15) days of notice (ten (10) days for payment breaches); becomes insolvent or subject to bankruptcy or similar proceedings; or engages in conduct that, in the terminating party's reasonable judgment, creates material legal, regulatory, reputational, or safety risk. If Consultiplify terminates for cause, Client owes all earned fees and expenses through the effective date, plus an amount equal to the fees that would have become payable during a sixty (60) day notice period under Section 17.3, and any amount payable under Section 17.7.

17.6 Effect; Survival

Termination does not relieve Client of payment for Services performed or fees committed, any amounts payable under Sections 17.3, 17.5 or 17.7, or obligations that survive. Sections 1, 6 (including acceleration), 7, 8, 9, 10 through 14, 16, 17.6, 17.7, 17.8, and 18 through 30 survive termination, together with any provision that by its nature should survive.

17.7 Term-Discount Repricing

Where an SOW provides a reduced rate in consideration of a longer term, and that SOW ends before the end of that term (or is amended to shorten that term), other than by Consultiplly's termination for convenience or Client's termination for cause, the fees for the period actually served are recalculated, for each month of the period actually served, at the rate for the shortest published tier whose term equals or exceeds the commitment then in effect for that month under the SOW (as amended), and Client pays the difference. This is a repricing of Services actually received to reflect the commitment actually made. It is not a termination fee, a penalty, or liquidated damages.

Acknowledgment. The parties acknowledge that the rate applicable to a longer term is lower than the rate applicable to a shorter term by reason of the length of the commitment; that the repricing in this Section recovers the difference between the rate Client received and the rate that Client's actual period of service would have earned under Consultiplly's published tiers; and that this is accordingly an adjustment to price rather than an assessment of damages. Each party further acknowledges that the sixty days' written notice available to each of them under Section 17.3, and the fees payable during that notice period, are material elements of the bargain reflected in the rates set out in the applicable Order Form or SOW.

17.8 Application to Order Forms

Each reference in this Section 17 to an SOW applies equally to an Order Form, and each reference to the SOW Term applies equally to the term stated in an Order Form. Sections 17.1 and 17.4 apply as though the words "or Order Form" followed each reference to an SOW, so that this Agreement remains in effect while any Order Form is active, and may be terminated under Section 17.4 only when no SOW and no Order Form is active. For the purposes of Section 13.2, where a claim arises under an Order Form rather than an SOW, the cap is calculated by reference to the fees paid under that Order Form, as adjusted by Section 13.4.

18. SUSPENSION

Consultiplly may suspend Services immediately and without prior notice for non-payment of undisputed amounts; material breach; abusive, threatening, harassing, or unethical conduct toward Consultiplly personnel; reasonable concern about legal, regulatory, ethical, or safety risk; or Client's refusal to provide access or information reasonably required to perform. Suspension is not a breach by Consultiplly and does not relieve Client of payment obligations.

19. FORCE MAJEURE

Neither party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control, including natural disasters, epidemics, war or civil unrest, government action, labor disputes, power or telecommunications failures, cyberattacks on third-party infrastructure, supply-chain disruption, and any failure, outage, pricing or terms change, or discontinuation of a Third-Party Tool. The affected party will use reasonable efforts to resume. If the event continues beyond thirty (30) days, either party may terminate the affected SOW on written notice.

A security incident affecting Consultiply's own systems is addressed under the Information Security Program at Exhibit B and is not a force majeure event for the purposes of this Section. This Section does not excuse Consultiply from any obligation in respect of such an incident.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 Assignment. Client may not assign or transfer this Agreement without Consultiply's prior written consent; a change of control of Client is an assignment for this purpose, and any unauthorized assignment is void. Consultiply may assign this Agreement to a successor in a merger, acquisition, or sale of substantially all of its assets.

20.2 Right to Engage. Consultiply may engage employees, independent contractors, subcontractors, affiliates and delivery partners to perform any part of the Services, without further consent from Client.

20.3 Responsibility. Consultiply remains responsible for performing its obligations under this Agreement notwithstanding any such engagement, and is responsible for the acts and omissions of each person it engages to the same extent as for its own. Consultiply shall ensure that each such person with access to Client Data or Client Confidential Information is bound by confidentiality and security obligations no less protective than those in this Agreement.

20.4 No Direct Relationship. Client has no contractual relationship with, and no right to bring a claim directly against, any person Consultiply engages under this Section. All claims of Client relating to the Services shall be brought against Consultiply.

20.5 Location of Personnel and Data. Consultiply may use personnel located outside the United States in delivering the Services. Where Client requires that Client Data be accessed, processed or stored only within the United States, or only by personnel located within the United States, Client may state that requirement in an Order Form or SOW, and Consultiply shall comply with it for the engagement to which that document relates. Absent such a statement, no geographic restriction applies.

21. NOTICES

Notices must be in writing and delivered by email with confirmation of receipt, or by certified mail or recognized overnight courier. Notices to Consultiply: legal@consultiply.ai, with a copy to 2048 41st St, Queens, NY 11105. Notices to Client: the email and address stated in the applicable Order Form or SOW.

22. GOVERNING LAW, DISPUTE RESOLUTION, AND VENUE

22.1 Governing Law

This Agreement is governed by the laws of the State of New York without regard to its conflict-of-laws rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

22.2 Mediation First

Before filing suit, the parties will attempt in good faith to resolve any dispute by non-binding mediation before a mutually agreed mediator in New York County, New York, sharing the mediator's fees equally. Mediation will occur within sixty (60) days of a written request unless the parties agree otherwise. This Section does not bar emergency injunctive relief.

22.3 Exclusive Venue

Any action not resolved by mediation will be brought exclusively in the state or federal courts located in New York County, New York. Each party consents to personal jurisdiction there and waives any objection based on venue or inconvenient forum.

22.4 Jury Trial Waiver

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES.

22.5 Attorneys' Fees

In any action to enforce these Terms, the prevailing party may recover its reasonable attorneys' fees, expert fees, and costs.

22.6 Limitations Period

Any claim arising out of or relating to these Terms must be brought within one (1) year after it accrues, except Consultiply's claims for non-payment, which may be brought within the period New York law allows. This shortened period is a deliberate allocation of risk.

23. AMENDMENTS

Amendments require a writing signed by both parties' authorized representatives, except that Consultiply may update this MSA for future Order Forms and SOWs by posting a revised version and giving notice; the version in effect when an Order Form or SOW is signed governs that Order Form or SOW, except that Consultiply may update Exhibit B (Information Security Program), Exhibit C (Insurance) and Exhibit D (Acceptable Use Policy) from time to time to reflect changes in its operations, its insurance program, applicable law, or industry practice, provided that no such update materially reduces the protections afforded to Client or materially increases Client's obligations. Consultiply shall make the current version of each such Exhibit available to Client on request and shall notify Client of any material update to any of them.

24. NO WAIVER

Failure or delay in enforcing any provision is not a waiver. A waiver is effective only if in writing and signed by the waiving party.

25. SEVERABILITY AND REFORMATION

If any provision is held invalid or unenforceable, it will be reformed to the minimum extent necessary to make it enforceable while preserving the parties' intent, and the remainder continues in full force.

26. ENTIRE AGREEMENT

This Agreement, together with all Order Forms and SOWs and incorporated addenda (including the AI Risk & Liability Disclosure), is the entire agreement between the parties and supersedes all prior proposals, discussions, and agreements on its subject matter. Pre-printed terms on Client purchase orders, invoices, or vendor portals are rejected and have no effect.

27. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be signed in counterparts, each an original and together one instrument. Electronic signatures and signed PDFs have the same force as handwritten signatures under the New York Electronic Signatures and Records Act (State Technology Law §§ 301-309) and the federal E-SIGN Act (15 U.S.C. § 7001 et seq.).

28. MISCELLANEOUS

Headings are for convenience only. This Agreement will not be construed against either party as drafter. There are no third-party beneficiaries. Each signatory represents that it has authority to bind the party for which it signs.

29. ARTIFICIAL INTELLIGENCE AND DATA USE

29.1 Use of AI in Delivery. Consultiply uses artificial intelligence and machine learning systems, including large language models operated by third parties, in delivering the Services. These systems may be used to analyze information Client provides, to draft and review work product, to build and operate the workflows, automations and agents described in a SOW, and to support Consultiply's own internal operations. Consultiply remains fully responsible for the Services under this Agreement regardless of the tools used to deliver them. No AI-generated output is delivered to Client as work product without review and approval by a named Consultiply lead.

29.2 No Training on Client Data. Consultiply does not and will not use Client Data, Client Confidential Information, or any prompt, input, output, transcript, document or record created in the course of delivering the Services to Client, to train, fine-tune, adapt, evaluate or otherwise improve any artificial intelligence or machine learning model for use with any other client or for any general-purpose model. This commitment is absolute. It is not subject to consent, waiver, exception, or any provision of an Order Form or SOW. Consultiply shall engage each third-party AI provider it uses in delivering the Services on terms that exclude Client Data from that provider's own model training, and shall not use a provider for work involving Client Data where such terms are unavailable.

29.3 Operational Telemetry. Consultiply may collect and retain operational telemetry generated by its delivery of the Services, including run counts, error and exception rates, cycle and handling times, adoption and utilization measures, maturity and readiness scores, and comparable operational metrics ("Operational Telemetry"). Consultiply may aggregate Operational Telemetry with that of other clients and may use the aggregated result to measure, operate, improve, benchmark and describe its services, including in materials made available to other clients and to the market. As conditions of this Section: (a) Operational Telemetry excludes Client Data, Client Confidential Information, and the substantive content of any prompt, input, output, document or communication; (b) aggregated Operational Telemetry shall be de-identified so that it does not identify, and is not reasonably capable of identifying, Client, any Authorized Contact, any Client personnel, or any individual; and (c) Consultiply shall not publish or disclose any benchmark, statistic, ranking or comparison derived from aggregated Operational Telemetry in a form that permits Client to be identified, whether alone or in combination with other information reasonably available to a recipient. As between the parties, Consultiply owns aggregated Operational Telemetry and all rights in it. Client's rights in Client Data are unaffected by this Section.

29.4 Prompts, Outputs and Records on Termination. On termination or expiry of a SOW or Order Form, Client's prompts, inputs, outputs and associated records held by Consultiply are treated as Client Data for the purposes of the export and deletion provisions of this Agreement.

29.5 Model and Provider Changes. Consultiply may change the AI providers, models or model versions it uses to deliver the Services. Where such a change is within Consultiply's control and would materially reduce the functionality of a Deliverable that has been accepted, Consultiply shall notify Client and, where an active Care engagement covers that Deliverable, shall address the change under the terms of that engagement. Where no active Care engagement covers the Deliverable, Consultiply has no obligation to remediate the effect of a change made by a third-party provider.

29.6 Transparency. On Client's reasonable written request, Consultiply shall identify the AI providers and model families it uses in delivering the Services to Client.

30. THIRD-PARTY TOOLS

30.1 Scope. Where Consultiply procures, provisions, resells or administers third-party software, models, platforms, subscriptions, tooling or services on Client's behalf, Client's use of them is governed by the applicable third-party terms, which Consultiply shall identify or make available to Client on or before the Order Form or SOW under which they are provided.

30.2 No Warranty. Consultiply gives no warranty of any kind in respect of Third-Party Tools, which are provided as they are. Consultiply's responsibility is limited to procuring, provisioning and administering the Third-Party Tool as described in the applicable Order Form or SOW, and to passing through any vendor warranty to the extent the vendor permits.

30.3 Vendor Changes. The availability, functionality, pricing, model versions and terms of Third-Party Tools are determined by the vendor and may change without notice to Consultiply or Client. Consultiply may pass through a vendor price increase on a Third-Party Tool, with reasonable advance notice to Client where practical. Such a pass-through applies to the Third-Party Tool charge only and does not change Consultiply's own fees.

30.4 Consumption Charges. Where a Third-Party Tool is billed by consumption, including by tokens, compute, storage, calls or events, the vendor's metering shall be the measure of consumption absent manifest error, and consumption charges shall be invoiced in arrears. Where an Order Form, SOW or service schedule states a consumption cap, Consultiplly shall manage consumption against that cap and shall notify Client before the cap is exceeded, in accordance with that document. Where no cap is stated, Client is responsible for actual consumption, and Consultiplly shall use reasonable efforts to alert Client to any material variance from the level of consumption previously observed or estimated.

EXHIBITS

The following Exhibits are incorporated into this Agreement by reference. Each applies as its own terms state.

Exhibit A — Service Levels. Reserved. No service level commitment applies to the Services unless an Order Form or SOW expressly incorporates a service level exhibit executed by both parties.

Exhibit B — Information Security Program. Consultiplly's security practices, incorporated by reference and updatable under Section 23.

Exhibit C — Insurance. Coverage maintained by Consultiplly, incorporated by reference and updatable under Section 23.

Exhibit D — Acceptable Use Policy. Rules governing Client's use of Deliverables and Consultiplly IP, incorporated by reference and updatable under Section 23.

SIGNATURES

CONSULTIPLY	CLIENT
By: _____	By: _____
Name: Gabriel Sierra	Name: _____
Title: Founder & CEO	Title: _____
Date: _____	Date: _____