



handrail

Master Services Agreement for Handrail Platform Services

Contracting party: Hitcents.com, Inc.

Customer-specific terms and acceptance: Exhibit A Order Form

Version: 2026.08

Table of Contents

1. Definitions..... 3

2. Agreement Structure.....7

3. Services and Platform Model..... 8

4. Initial Build..... 9

5. Production Readiness, Acceptance, and Go-Live..... 12

6. Subscription Access and License..... 13

7. Continuous Software Evolution..... 14

8. User Capacity..... 18

9. Infrastructure, Compute, AI, and Agent Usage..... 19

10. Human Engineering, Support, and Service Levels..... 21

11. Fees and Payment..... 24

12. Customer Responsibilities..... 25

13. AI and Automated Functionality..... 26

14. Data Ownership and Use..... 27

15. Privacy and Security..... 28

16. Intellectual Property..... 28

17. Source-Code Continuity..... 30

18. Source-Code Buyout..... 36

19. Confidentiality..... 38

20. Warranties..... 39

21. Disclaimers..... 40

22. Indemnification..... 40

23. Limitation of Liability..... 42

24. Suspension..... 43

25. Term and Termination..... 43

26. Effect of Termination..... 44

27. Third-Party Services..... 45

28. Publicity and Insurance..... 46

29. General Terms..... 46

Exhibit A — Customer Order Form..... 48

Agreement structure. This MSA contains the standard legal terms. Customer-specific scope, pricing, plan entitlements, service levels, and any negotiated deviations appear only in an executed Order Form substantially in the form attached as Exhibit A.

This Master Services Agreement (the "MSA") sets forth the standard terms between Hitcents.com, Inc., a Kentucky corporation ("Hitcents"), and the customer identified in an Order Form that expressly references this MSA ("Customer"). This MSA becomes effective between those Parties on the effective date of their first executed Order Form referencing it (the "Effective Date").

Hitcents provides the Services described in this MSA through its proprietary Handrail software platform. "Handrail" is the name of Hitcents' platform and related service offering; it is not a separate contracting entity. All obligations attributed to Handrail in product materials, application interfaces, or Documentation are obligations of Hitcents under this MSA.

Hitcents and Customer may each be referred to as a "Party" and collectively as the "Parties."

1. Definitions

1.1 "Accepted Production Version"

The then-current version of the Customer Application that Customer has:

1. expressly accepted;
2. instructed Hitcents to deploy;
3. made available to production users; or
4. used in live business operations.

1.2 "Affiliate"

An entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.3 "Automated Change"

A feature, workflow, screen, report, integration, configuration, permission structure, data operation, module, or other modification generated, configured, or implemented through automated or AI-assisted functionality of the Handrail Platform without material human engineering work by Hitcents personnel.

An Automated Change may be initiated by Customer, an Authorized User, or an authorized automated process.

1.4 "Authorized User"

An employee, contractor, representative, customer, vendor, or other individual whom Customer authorizes to access the Services under Customer's account.

1.5 "Background Technology"

All technology, software, source code, object code, frameworks, libraries, models, agents, workflows, prompts, templates, APIs, integrations, development systems, deployment systems, infrastructure, methods, processes, know-how, inventions, tools, and other materials that:

1. Hitcents owned, developed, licensed, or acquired before the applicable Order Form;
2. Hitcents develops independently of Customer Confidential Information;
3. Hitcents uses or may use generally across customers, products, or services;
4. constitute generalized improvements to the Handrail Platform; or
5. constitute modifications, derivatives, or improvements of the foregoing.

Background Technology includes the Handrail Platform and reusable components incorporated into a Customer Application.

1.6 "Change Request"

A discrete instruction submitted by Customer, an Authorized User, or an authorized automated process through the Handrail Platform and accepted for processing to create, modify, test, deploy, revise, remove, or otherwise implement an Automated Change. Each materially distinct change requested constitutes one Change Request. A single submission containing multiple materially distinct changes may be counted as multiple Change Requests, and a materially distinct follow-up or revision constitutes a new Change Request. A resubmission required solely because of a confirmed Platform Incident or a Defect caused by Hitcents will not be counted as an additional Change Request. A support inquiry, report of a Defect or Platform Incident, or request for Human Engineering Services is not a Change Request.

1.7 "Customer Application"

The customer-specific application, interfaces, configurations, workflows, business logic, modules, reports, integrations, and functionality created or operated through the Handrail Platform for Customer.

The Customer Application may evolve after Go-Live through Automated Changes and Human Engineering Services.

1.8 "Customer Data"

All information, records, files, content, personal data, business data, and other materials submitted to, stored in, transmitted through, or generated from Customer's use of the Services.

Customer Data does not include anonymized or aggregated information that cannot reasonably identify Customer or an individual.

1.9 "Customer Materials"

Customer's trademarks, specifications, documentation, business rules, forms, content, data, processes, and other materials provided to Hitcents.

1.10 "Customer Output"

Reports, exports, documents, records, analyses, calculations, and other business outputs produced for Customer through the Services.

Customer Output does not include software code, Background Technology, or Hitcents' internal development materials.

1.11 "Customer-Directed Change"

An Automated Change or requested Human Engineering Service initiated or directed by Customer.

1.12 "Defect"

A reproducible failure of an Accepted Production Version to materially perform the documented or expressly agreed functionality applicable to that version.

A Defect does not include:

1. a request for new or changed functionality;
2. an issue introduced by a Customer-Directed Change that has not been tested and accepted for production;
3. behavior resulting from incomplete, inaccurate, contradictory, or inappropriate Customer instructions;
4. behavior resulting from Customer Data, Customer configuration, misuse, or unauthorized modification;
5. a failure caused by a Third-Party Service;
6. a failure caused by a change to Customer-controlled systems or environments;
7. an issue affecting beta, preview, experimental, or unsupported functionality; or
8. a difference based solely on preference where the application otherwise materially performs as agreed.

1.13 "Deployment"

A production instance of the Customer Application having a substantially common:

1. code and release track;
2. database or data architecture;
3. hosting environment;
4. security boundary;
5. administrative structure; and
6. service-level arrangement.

A Deployment may contain multiple modules, departments, business processes, locations, divisions, workflows, and user types.

1.14 "Documentation"

Hitcents' then-current user, administrator, technical, security, or support documentation made available to Customer.

1.15 "Go-Live"

The point at which any material portion of the Customer Application is first:

1. used in Customer's live business operations;
2. made available to production users at Customer's direction;
3. deployed to a production environment at Customer's direction; or
4. deemed live under Section 5.

1.16 "Handrail Platform"

Hitcents' proprietary hosted software platform for creating, operating, hosting, maintaining, automating, and continuously evolving customer-specific software.

1.17 "Human Engineering Services"

Development, implementation, architecture, data, security, integration, product, design, support, or other technical work materially performed by Hitcents personnel.

Human Engineering Services do not include automated processing performed by the Handrail Platform.

1.18 "Initial Build"

The initial design, configuration, development, integration, testing, deployment, and stabilization work described in an Order Form.

1.19 "Initial Build Fee"

The fixed commercial fee charged for the Initial Build, regardless of the number of hours Hitcents spends or the time required to reach Go-Live, subject to approved changes in the Initial Scope.

1.20 "Initial Scope"

The business objectives, material functionality, assumptions, and initial deliverables identified in the applicable Order Form.

1.21 "Order Form"

A written order, service order, statement of work, or similar document executed by both Parties that expressly references and incorporates this MSA. An Order Form may be substantially in the form attached as Exhibit A or in another form mutually approved by the Parties.

1.22 "Platform Incident"

A material failure of the Handrail Platform or Hitcents-controlled production infrastructure to provide purchased platform functionality.

A Platform Incident does not include an issue caused by Customer Data, Customer instructions, Customer systems, Customer-Directed Changes, Third-Party Services outside Hitcents' reasonable control, or a permitted suspension.

1.23 "Production-Ready Notice"

Written notice from Hitcents stating that the Customer Application, or a material phase of it, is reasonably available for production deployment or production use.

1.24 "Resource Credit"

A unit used to measure Customer's consumption of infrastructure, AI, model, agent, storage, data-processing, or similar resources under Section 9.

1.25 "Separate Deployment"

A production application, environment, tenant, or instance requiring a materially separate:

1. codebase or release track;
2. database or data-isolation boundary;
3. infrastructure environment;
4. security or compliance boundary;
5. administrative environment;
6. service-level commitment;
7. white-label instance; or
8. independent deployment process.

The addition of a new module, workflow, department, business function, or substantial body of functionality within an existing Deployment does not, by itself, create a Separate Deployment.

1.26 "Services"

The Handrail Platform, Customer Application, Initial Build, hosting, support, engineering, maintenance, automation, AI, monitoring, security, and related services identified in an Order Form.

1.27 "Subscription Commencement Date"

The date on which Customer's recurring Handrail subscription begins under Section 5.

1.28 "Third-Party Service"

A product, platform, model, hosting provider, API, database, library, telecommunications service, payment service, software service, or other service provided by a third party.

1.29 "Usage Allowance"

The user, infrastructure, AI, agent, storage, bandwidth, compute, engineering, or other capacity included in Customer's selected service plan as stated in the applicable Order Form.

2. Agreement Structure

2.1 Order Forms; Acceptance of MSA

This MSA becomes binding between Hitcents and Customer when both Parties execute the first Order Form that expressly references this MSA. Each Order Form is a separate commercial commitment governed by this MSA. The form attached as Exhibit A is a template; each completed and signed Order Form becomes part of this MSA for the Services it covers. Additional Order Forms may be executed under the same MSA without re-signing or modifying the standard MSA.

2.2 Standard MSA; Customer-Specific Terms

This MSA is intended to remain the same from customer to customer. Customer-specific scope, pricing, plan selection, Usage Allowances, service levels, add-ons, and other commercial terms will be stated in the applicable Order Form.

Any negotiated change to this MSA must appear in the section of the Order Form titled "Special Terms Modifying the MSA," must identify the MSA section being modified, and must be signed by both Parties. A scope description, proposal, purchase order, email, product brief, or other document does not amend this MSA unless it satisfies those requirements.

2.3 Order of Precedence

In the event of a conflict, the following order of precedence applies:

1. the applicable executed Order Form with respect to customer-specific scope, quantities, pricing, Usage Allowances, service selections, and other commercial entries stated in it;
2. the "Special Terms Modifying the MSA" section of the applicable Order Form, but only to the extent it expressly identifies the MSA provision being modified;
3. a signed data-processing, security, business-associate, source-code escrow, continuity, or Source-Code Buyout addendum, solely with respect to its subject matter;
4. this MSA; and
5. Documentation.

General or preprinted terms in a purchase order, procurement portal, email, invoice, or other Customer document do not modify this MSA unless Hitcents expressly agrees to them in the Order Form or a separately signed amendment.

2.4 Affiliates

A Customer Affiliate may enter into its own Order Form under this MSA.

An Affiliate's access through Customer's existing Deployment does not require a separate Order Form unless the Affiliate requires a Separate Deployment, separate contractual rights, separately committed services, or materially different security, regulatory, or support obligations.

2.5 Purchase Orders

A purchase order may be used for Customer's internal administrative convenience. Any terms printed on or incorporated into a purchase order are rejected and will not modify this MSA or an Order Form.

3. Services and Platform Model

3.1 Provision of Services

Hitcents will provide the Services identified in each Order Form in accordance with this MSA.

3.2 Platform Relationship

Customer acknowledges that:

1. Hitcents operates the Handrail Platform as an ongoing hosted software service;
2. the Initial Build Fee purchases the Initial Build and not ownership of the Handrail Platform or source code;

3. the recurring subscription purchases continued access to and operation of the Customer Application through the Handrail Platform;
4. Customer owns Customer Data, Customer Materials, and Customer Output;
5. Hitcents owns the Handrail Platform, Customer Application, and related software, subject to the license and transfer rights expressly granted under Sections 17 and 18; and
6. the Customer Application may continue to evolve after Go-Live.

3.3 Subcontractors and Service Providers

Hitcents may use employees, contractors, Affiliates, cloud providers, AI providers, and other subprocessors to provide the Services.

Hitcents remains responsible for their performance to the same extent Hitcents would be responsible for its own performance, subject to the limitations in this MSA.

3.4 Platform Updates

Hitcents may update, improve, replace, or modify portions of the Handrail Platform, provided Hitcents does not materially reduce Customer's purchased core functionality during a current committed term.

4. Initial Build

4.1 Fixed Initial Build Fee

The Initial Build Fee is a fixed commercial fee for the Initial Build. It is not:

1. an hourly estimate;
2. a monthly labor fee;
3. a retainer;
4. a fee earned only as each month passes; or
5. a payment tied to the number of months required to reach Go-Live.

The Initial Build Fee reflects:

1. the intended value, complexity, and scope of the initial system;
2. Hitcents' allocation of engineering and product resources;
3. access to the Handrail Platform and Background Technology;
4. design, development, deployment, and stabilization work; and
5. Hitcents' commitment to complete the agreed Initial Scope.

4.2 Installment Schedule as Payment Accommodation

The Initial Build Fee and payment schedule are stated in the applicable Order Form. Unless the Order Form states otherwise, an installment schedule is a cash-flow accommodation and does not convert the fixed Initial Build Fee into a month-to-month service fee.

Accordingly:

1. early delivery does not reduce the Initial Build Fee;
2. Go-Live does not terminate remaining installments;
3. recurring subscription fees may begin while Initial Build installments remain outstanding; and
4. Customer remains responsible for the full Initial Build Fee, subject to Section 25.5.

4.3 Early Go-Live

If the Customer Application goes live before the Initial Build Fee has been paid in full, Customer will continue paying the remaining Initial Build installments and will begin paying the recurring subscription on the Subscription Commencement Date.

4.4 Iterative Development

Unless an Order Form expressly provides otherwise, Hitcents will use an iterative development process.

Customer acknowledges that:

1. requirements may be refined during development;
2. implementation details may evolve;
3. Hitcents may sequence work according to dependencies, risk, business priority, and resource availability; and
4. estimates and anticipated dates are planning targets rather than guarantees.

4.5 Initial Scope

The Initial Build Fee covers the Initial Scope described in the applicable Order Form and its incorporated Attachment A-1 — Initial Scope.

The Initial Scope may describe intended outcomes and material functionality without specifying every screen, field, permission, calculation, workflow, or implementation detail at signing.

4.6 Changes During the Initial Build

A change order may be required during the Initial Build if Customer materially changes the Initial Scope by:

1. replacing an agreed business objective with a materially different objective;
2. requiring substantial rework of approved functionality;
3. adding material data migration not previously disclosed;
4. adding material third-party dependencies not previously disclosed;
5. changing agreed architecture, hosting, security, or compliance requirements;
6. requiring a Separate Deployment; or
7. materially changing assumptions in the Order Form.

Hitcents will notify Customer when it reasonably believes a request requires a change order.

4.7 Post-Go-Live Evolution Is Not an Initial-Scope Change

Once the recurring subscription has begun, an Automated Change does not require a change order or new Initial Build Fee merely because:

1. it was not included in the Initial Scope;
2. it adds a new module or business function;
3. it is substantial in scope;
4. it resembles functionality commonly sold as a separate SaaS product; or
5. it expands the Customer Application beyond its original production use.

Post-Go-Live changes are governed by Sections 7, 9, and 10.

4.8 Completion of Initial Scope

If completion of the agreed Initial Scope reasonably requires more than the installment period stated in the Order Form, Hitcents will continue working toward substantial completion without charging an additional Initial Build Fee solely because the work extends beyond that period.

This obligation does not apply to delay or additional work caused by:

1. Customer-requested scope changes;
2. delayed Customer decisions, access, approvals, information, or testing;
3. inaccurate or incomplete Customer information;
4. Third-Party Services;
5. force majeure;
6. Customer-Directed Changes made outside the agreed build process; or
7. an approved change order.

4.9 Customer Cooperation

Customer will timely provide:

1. a knowledgeable project owner;
2. access to relevant personnel and systems;
3. accurate requirements, data, and business rules;
4. decisions and approvals;
5. reasonable testing participation;
6. credentials, permissions, and documentation; and
7. reasonable third-party cooperation.

Schedules will be reasonably extended for Customer-caused delay.

5. Production Readiness, Acceptance, and Go-Live

5.1 Production-Ready Notice

Hitcents may issue a Production-Ready Notice when a material portion of the Customer Application is reasonably capable of supporting its intended production use.

Minor defects, cosmetic issues, incomplete low-priority items, and planned future enhancements do not prevent production readiness.

5.2 Review Period

Customer will have ten business days following a Production-Ready Notice to test the applicable release and provide written notice of any Defect that materially prevents production use.

Customer's notice must include reasonable detail sufficient for Hitcents to reproduce the issue.

5.3 Correction

If Customer timely identifies a valid material Defect, Hitcents will use commercially reasonable efforts to correct it and may issue a revised Production-Ready Notice.

5.4 Acceptance

The applicable release will be considered accepted upon the earliest of:

1. Customer's written acceptance;
2. Customer's use of the release in live business operations;
3. Customer's instruction to deploy or release the software to production users;
4. expiration of the review period without notice of a material Defect; or
5. Customer's continued use after correction of a reported material Defect.

Acceptance does not waive Customer's right to report later-discovered Defects during an active subscription.

5.5 Subscription Commencement Date

Unless the applicable Order Form provides a different trigger, the Subscription Commencement Date is the earliest of:

1. actual Go-Live;
2. the date Customer instructs Hitcents to make the application available for production use;
3. the date Customer begins using any material part of the application in live operations; or
4. fifteen business days after a valid Production-Ready Notice if launch is delayed for reasons not attributable to an unresolved material Defect caused by Hitcents.

5.6 Phased Go-Live

If the Initial Build is launched in phases, the recurring subscription begins when the first material phase is used in production unless the Order Form expressly provides a staged subscription schedule.

5.7 Overlapping Fees

Customer acknowledges that the Initial Build Fee and recurring subscription compensate Hitcents for different obligations.

The Initial Build Fee compensates Hitcents for creating and launching the Initial Scope.

The recurring subscription compensates Hitcents for:

1. ongoing platform access;
2. production hosting;
3. user capacity;
4. infrastructure;
5. AI and agent usage;
6. automated software evolution;
7. maintenance;
8. monitoring;
9. support;
10. security; and
11. continued operation.

The fees may therefore appear on the same invoice.

6. Subscription Access and License

6.1 Subscription License

During an active paid subscription, Hitcents grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Customer Application and Documentation through the Handrail Platform for Customer's authorized business operations.

Customer may permit Affiliates, contractors, customers, vendors, and other authorized parties to use interfaces intended for them, provided:

1. their use is for Customer's authorized business purposes;
2. they remain within purchased User Capacity;
3. Customer is responsible for their conduct; and
4. Customer does not use the Services to operate a commercial software-development platform competing with Handrail.

6.2 Restrictions

Customer will not, and will not permit another person to:

1. sell, resell, sublicense, or distribute the Handrail Platform;
2. reverse engineer, decompile, disassemble, or attempt to derive source code except where applicable law prohibits restriction;
3. access the Services to build or assist a competing software-development platform;
4. bypass technical, user, security, or usage controls;
5. use shared human-user credentials;
6. introduce malicious code;
7. use the Services unlawfully;
8. conduct unauthorized security testing;
9. overload or disrupt the platform;
10. remove proprietary notices; or
11. use the Services to provide standalone software-development services to unrelated third parties without Hitcents' written authorization.

6.3 Customer Administration

Customer is responsible for:

1. designating account administrators;
2. assigning permissions;

3. removing access for departed or unauthorized users;
4. maintaining credential confidentiality;
5. reviewing privileged access; and
6. notifying Hitcents of suspected unauthorized use.

7. Continuous Software Evolution

7.1 Included Right to Evolve the Customer Application

Continuous software evolution is a core feature of the Handrail subscription.

During an active subscription, Customer may use the Handrail Platform to request, generate, test, deploy, revise, and remove Automated Changes within Customer's existing Deployment. This right applies at every service tier unless an Order Form expressly states otherwise.

7.2 No Functional-Scope Limitation on Automated Changes

Subject to Customer's purchased Usage Allowances and the other limitations in this MSA, Customer may use Automated Changes to add or modify functionality of any size or category within the existing Deployment.

Examples include:

1. human-resources functionality;
2. onboarding;
3. payroll-related workflows;
4. paid-time-off tracking;
5. performance reviews;
6. customer-relationship management;
7. inventory;
8. scheduling;
9. purchasing;
10. production planning;
11. quality control;
12. reporting;
13. approval workflows;
14. portals;
15. integrations;
16. role and permission systems;
17. mobile interfaces; and
18. additional business modules.

The fact that new functionality could be described as an HRM, CRM, ERP module, or separate conventional SaaS product does not, by itself, create a new build fee.

7.3 Example

A customer may gradually add employee records, onboarding, time-off requests, performance reviews, document management, and other HR functionality through Automated Changes. No new Initial Build Fee is owed solely because those changes collectively become a substantial HRM system.

The work remains subject to:

1. Customer's AI and agent allowance;
2. infrastructure allowance;
3. User Capacity;
4. storage and other technical limits;
5. permitted-use requirements;
6. the boundaries of the existing Deployment; and

7. any Human Engineering Services Customer elects to purchase.

7.4 Automated Changes Use Change Requests Before Resource Credits

Automated Changes will first be applied against the monthly pool of included Change Requests specified for Customer's selected service tier in the applicable Order Form. Only after that pool is exhausted will additional Automated Changes consume the applicable Resource Credits.

The subscription does not guarantee that a particular feature or body of functionality can be completed:

1. within a single monthly allowance;
2. by a particular date;
3. without additional Resource Credits;
4. without third-party fees; or
5. without Human Engineering Services.

Customer may permit work to pause at a usage limit, purchase additional credits, increase its allowance, or move to a higher tier.

7.5 No New Build Fee Solely Because of Complexity

Hitcents will not require a new Initial Build Fee solely because an Automated Change:

1. is complex;
2. is large;
3. creates a new module;
4. expands the Customer Application into another business function;
5. takes multiple months of automated activity; or
6. creates substantial value for Customer.

7.6 Circumstances That May Require Additional Commercial Terms

A separate fee, add-on, change order, or Order Form may be required for:

1. a Separate Deployment;
2. a separately isolated application for another entity or customer;
3. a white-label or separately branded production instance;
4. a distinct production environment with separate data, security, administration, infrastructure, or SLA obligations;
5. Human Engineering Services beyond Customer's included allowance;
6. a customer request for a fixed scope, guaranteed completion date, dedicated team, or separate acceptance obligation;
7. material data migration requiring human services;
8. custom infrastructure or architecture requiring human services;
9. third-party license, API, model, or service costs;
10. external commercialization of the Customer Application as a standalone software product; or
11. work that cannot reasonably be performed through the purchased Handrail functionality.

7.7 Multiple Modules Do Not Create Separate Deployments

The presence of multiple modules, workflows, departments, locations, divisions, or business functions within one common production environment does not, by itself, create a Separate Deployment.

7.8 Separate Subsidiaries

Use by a Customer Affiliate does not automatically create a Separate Deployment.

A separate commercial arrangement may be required if an Affiliate requires:

1. independent data isolation;
2. separate infrastructure;
3. separate administration;
4. separate branding;
5. separate security or regulatory obligations;

6. separate support obligations;
7. separate contractual rights; or
8. an independent production release track.

7.9 Customer Testing and Approval

Customer is responsible for appropriately testing Customer-Directed Changes before relying on them in production.

Hitcents may provide staging, rollback, approval, or testing tools according to the selected plan and Customer Application.

7.10 Automated-Change Support

Customer may use the Handrail Platform to diagnose, revise, or remediate Automated Changes within its Usage Allowances.

Human assistance relating to a Customer-Directed Change may:

1. consume included Human Engineering Services; or
2. be billed as additional Human Engineering Services.

Human time will not be charged for correction of a confirmed Platform Incident or a Defect caused by Hitcents and unrelated to inaccurate Customer instructions, Customer Data, Third-Party Services, or Customer-controlled systems.

7.11 Tier Recommendations

Hitcents may recommend that Customer increase Usage Allowances, purchase Human Engineering Services, or move to a higher service tier based on complexity, risk, support needs, security needs, or consumption.

A recommendation does not create a new fee unless Customer agrees to the change or exceeds a contractual allowance under this MSA.

8. User Capacity

8.1 Included Users

Each service plan includes the number of Authorized Users stated in the applicable Order Form.

8.2 Counting Users

Unless the Order Form states otherwise, User Capacity is measured by the highest number of unique enabled human-user accounts during a calendar month.

The following do not count as Authorized Users:

1. Hitcents personnel;
2. API keys;
3. non-human service accounts;
4. automated integration identities; and
5. disabled accounts.

Each human user must have unique credentials.

8.3 User Capacity Blocks

Additional users are purchased in the block sizes and at the prices stated in the applicable Order Form.

Unless the Order Form states otherwise, an additional block will ordinarily be added when Customer:

1. exceeds purchased capacity for two consecutive monthly measurement periods; or
2. exceeds purchased capacity by more than 10% during one monthly measurement period.

The additional block will be billed beginning with the next invoice.

8.4 Temporary Minor Excess

Hitcents will not ordinarily increase Customer's User Capacity billing because Customer temporarily exceeds its included capacity by one or two users.

8.5 Reducing Capacity

Customer may disable users at any time, but purchased User Capacity may ordinarily be reduced only at renewal upon at least sixty days' notice.

8.6 User Types

Unless an Order Form expressly establishes separate user classes, all enabled human-user accounts count equally for User Capacity.

Hitcents is not required to determine whether a user is basic, administrative, occasional, or premium for billing purposes.

9. Infrastructure, Compute, AI, and Agent Usage

9.1 Included Resource Credits

Each service plan includes the monthly Infrastructure Resource Credits and AI Resource Credits stated in the applicable Order Form.

9.2 Infrastructure Resource Credits

One Infrastructure Resource Credit represents one U.S. dollar of direct or reasonably allocated infrastructure cost attributable to Customer's use of the Services, whether incurred through a third-party provider or through infrastructure owned, leased, hosted, or operated by Hitcents. Such costs may include the attributable cost of hardware capacity, equipment use or depreciation, power, cooling, rack space or data-center facilities, software licensing, maintenance, and related operations associated with:

1. CPU, GPU, or other compute capacity;
2. RAM or other memory capacity;
3. disk, object, or other storage;
4. databases;
5. network transfer and connectivity;
6. content delivery;
7. backups and disaster recovery;
8. logs and monitoring;
9. queues and messaging;
10. third-party infrastructure APIs; and
11. similar production resources.

Shared platform development expenses, general corporate overhead, and Hitcents personnel costs are not deducted from Infrastructure Resource Credits.

9.3 AI Resource Credits

One AI Resource Credit represents one U.S. dollar of direct variable third-party cost reasonably attributable to Customer's use of:

1. language models;
2. image, audio, vision, or other AI models;
3. agent execution;
4. model hosting;
5. embeddings;
6. vector services;
7. AI-specific data processing;
8. automated development activity; and
9. similar AI services.

9.4 Credit Expiration

Resource Credits:

1. reset each month;
2. do not roll over;
3. have no cash value; and
4. cannot be transferred between customers.

9.5 Overage Rate

Usage above an included allowance is billed at the overage rate stated in the applicable Order Form. The overage rate may include underlying infrastructure, AI, and other resource costs, plus platform administration, monitoring, billing, risk, and management.

9.6 Notifications

Where reasonably practical, Hitcents will notify Customer when usage reaches approximately:

1. 80% of an included allowance; and
2. 100% of an included allowance.

Failure or delay in sending a notification does not waive valid overage charges.

9.7 Customer Overage Selection

The Order Form will identify whether Customer selects:

1. automatic overage billing;
2. a monthly overage cap;
3. a hard stop for discretionary AI or agent activity; or
4. a custom approval process.

9.8 AI and Automated-Development Hard Stop

If Customer selects a hard stop, Hitcents may pause or limit discretionary AI, agent, batch, enhancement, or Automated Change activity when the applicable allowance is exhausted.

A hard stop does not require Hitcents to suspend core production infrastructure or take an action that Hitcents reasonably believes would threaten:

1. data integrity;
2. security;
3. system recovery; or
4. production availability.

9.9 Infrastructure Continuity

To preserve production availability, Hitcents may continue necessary infrastructure consumption above Customer's included allowance and invoice the resulting overage.

Where reasonably practical, Hitcents will consult Customer before incurring a material, non-emergency infrastructure overage.

9.10 Sustained Excess Usage

If Customer exceeds an allowance for two consecutive months or three months in any six-month period, Hitcents may require Customer to:

1. purchase an increased recurring allowance;
2. purchase an add-on;
3. move to a higher service tier;
4. approve reasonable architecture changes; or
5. enter into a revised Order Form.

Hitcents may not require an additional Initial Build Fee solely because Customer used its purchased credits to add substantial functionality.

9.11 Resource Management

Hitcents may reasonably optimize, cache, batch, route, throttle, or otherwise manage workloads to control cost, improve reliability, and protect the platform, provided the action does not materially impair purchased production functionality.

9.12 Prohibited Resource Use

Customer will not use the Services for:

1. unauthorized cryptocurrency mining;
2. denial-of-service activity;
3. mass unsolicited communications;
4. credential abuse;
5. unlawful surveillance;
6. malicious software;
7. unauthorized access to third-party systems; or
8. workloads that unreasonably threaten platform security or availability.

10. Human Engineering, Support, and Service Levels

10.1 Included Human Engineering Capacity

Certain service plans include the Human Engineering Service capacity stated in the applicable Order Form.

Included hours:

1. are subject to reasonable scheduling;
2. do not roll over;
3. have no cash value;
4. may not be accumulated for a future project; and
5. may be used for agreed development, analysis, configuration, data, integration, security, or support work.

10.2 Plans Without Reserved Human Engineering

A plan may include no reserved Human Engineering Services. Customers on such a plan may continue creating Automated Changes within their Usage Allowances.

When human assistance is requested or reasonably required, the work may be:

1. quoted separately;
2. billed at the applicable rate;
3. addressed through an upgrade; or
4. declined or scheduled according to Hitcents' availability.

10.3 Plans With Included Human Engineering

Where the Order Form includes Human Engineering Service capacity, those hours govern only work materially performed by Hitcents personnel and do not limit Customer's right to create Automated Changes.

10.4 Platform Incidents and Hitcents-Caused Defects

Human time reasonably required to correct a confirmed Platform Incident or Defect caused by Hitcents will not be deducted from Customer's included Human Engineering Service capacity.

Hitcents may determine whether remediation is performed through:

1. automated systems;
2. rollback;
3. platform updates;
4. configuration;
5. infrastructure changes; or

6. human engineering.

10.5 Work That May Consume Human Engineering Capacity

Human Engineering Service capacity may be charged for:

1. new features requiring human implementation;
2. architecture or product consultation;
3. Customer-Directed Changes requiring human assistance;
4. data repair caused by Customer Data;
5. Customer-created configuration issues;
6. Third-Party Service changes;
7. reports or workflows requiring human implementation;
8. integration changes;
9. training beyond included onboarding;
10. custom data exports;
11. customer-specific security or compliance work; and
12. other work that is not correction of a Hitcents-caused Defect or Platform Incident.

10.6 Additional Human Engineering

Additional Human Engineering Services are subject to availability and billed at the rate stated in the Order Form. Unless otherwise agreed, time is billed in quarter-hour increments.

10.7 Fixed-Scope Projects

Customer may request a separately managed project with:

1. a defined scope;
2. committed human resources;
3. milestones;
4. target dates;
5. acceptance criteria; or
6. a fixed price.

Such a project may be documented through a change order or separate Order Form. Customer is not required to purchase a fixed-scope project merely because it intends to create substantial functionality through Automated Changes.

10.8 Support

Hitcents will provide support according to the support hours, contact methods, response targets, and escalation procedures stated in the applicable Order Form.

10.9 Service Levels

Any uptime objective, service-level commitment, response target, or service credit applies only if stated in the applicable Order Form. Unless the Order Form expressly identifies a service level as binding and specifies a remedy, service levels are operational objectives rather than guarantees.

10.10 Monitoring Services

10.10.1 General

Hitcents will provide the level of production monitoring associated with Customer's selected service plan or otherwise stated in the applicable Order Form.

Unless the Order Form states otherwise:

1. Core includes Standard Monitoring;
2. Pro includes Advanced Monitoring; and

3. Enterprise includes Proactive Monitoring.

Monitoring applies only to:

1. production components of the Customer Application;
2. infrastructure operated or controlled by Hitcents; and
3. systems, services, integrations, and components for which monitoring is technically available and has been reasonably configured.

Monitoring of Customer-controlled systems or Third-Party Services is limited to the telemetry, status information, logs, alerts, or integration data made available to Hitcents.

Monitoring is performed primarily through automated tools and does not constitute continuous human observation unless the applicable Order Form expressly states otherwise.

10.10.2 Standard Monitoring

Standard Monitoring consists of automated monitoring intended to identify major critical conditions affecting the production Customer Application.

Standard Monitoring may include:

1. basic production availability checks;
2. application health checks;
3. detection of widespread production unavailability;
4. detection of failure of a material production service;
5. detection of material infrastructure exhaustion or failure where configured; and
6. other alerts reasonably intended to identify an active or imminent Severity 1 condition.

Hitcents may review and respond to Standard Monitoring alerts in the ordinary course of providing the Services. Customer should nevertheless promptly report any production issue it observes.

Unless Hitcents independently opens a support incident, the receipt of a Standard Monitoring alert does not automatically:

1. create a support ticket;
2. classify an incident;
3. begin an applicable response-time period; or
4. require Hitcents to take action before Customer reports the issue.

10.10.3 Advanced Monitoring

Advanced Monitoring includes Standard Monitoring together with additional operational and application-level monitoring intended to identify potential, developing, recurring, or noncritical conditions before they become major production failures.

Advanced Monitoring may include selected monitoring of:

1. elevated application-error rates;
2. recurring exceptions or code-level errors;
3. failed background processes or scheduled jobs;
4. degraded application or database performance;
5. unusual latency;
6. CPU, memory, disk, storage, or other resource pressure;
7. database-health conditions;
8. failed or degraded integrations;
9. dependency or service failures;

10. backup failures;
11. abnormal operational patterns; and
12. other reasonably available indicators that may suggest a developing problem.

Advanced Monitoring alerts may be used by Hitcents to:

1. investigate an issue;
2. assist with diagnosis;
3. recommend a change;
4. notify Customer;
5. create an internal engineering item; or
6. take other commercially reasonable action.

Unless the applicable Order Form states that Proactive Monitoring applies, an Advanced Monitoring alert does not automatically create a support incident or begin an applicable response-time period.

10.10.4 Proactive Monitoring

Proactive Monitoring includes Standard Monitoring and Advanced Monitoring together with proactive incident initiation by Hitcents.

A **"Qualifying Alert"** is a monitoring alert that reasonably indicates:

1. an active Severity 1 or Severity 2 incident;
2. an imminent material interruption of a production function;
3. a material threat to production availability or data integrity; or
4. another condition for which prompt incident response is reasonably appropriate.

Upon receipt of a Qualifying Alert, Hitcents will treat the alert as though Customer had reported the incident. Customer is not required to submit a separate support request before Hitcents begins its response.

Subject to the applicable support hours:

1. the applicable initial-response time begins when Hitcents receives the Qualifying Alert;
2. Hitcents will promptly review, validate, and classify the alert;
3. Hitcents may reclassify or close the incident if the alert is determined to be a false positive or not to represent a production incident;
4. Hitcents will use commercially reasonable efforts to notify Customer of the incident and material response actions; and
5. Hitcents may take commercially reasonable action to investigate, contain, mitigate, or restore the affected Services.

For purposes of Proactive Monitoring, Customer authorizes Hitcents, where reasonably necessary to protect production availability, security, or data integrity, to take actions including:

1. restarting an affected service;
2. rolling back a recent release or configuration;
3. scaling infrastructure;
4. isolating an affected component;
5. disabling an affected automated process;
6. failing over to an available replacement component or environment;
7. applying a temporary mitigation;
8. initiating Disaster Recovery under Section 10.11; or
9. taking another substantially similar incident-response action.

Hitcents will use commercially reasonable judgment to avoid unnecessary disruption and will notify Customer as soon as reasonably practical of any material action taken.

10.10.5 Relationship to Response Times

Monitoring level does not independently change:

1. Customer's applicable support hours;
2. the severity classifications and response times stated in the applicable Order Form;
3. the response times associated with Customer's selected plan; or
4. whether a stated response time is an operational target or a binding contractual SLA.

Those matters remain governed by the applicable Order Form, including any service-level or response-time terms stated in it..

Proactive Monitoring changes only the event that initiates the response process: a Qualifying Alert may initiate the response process without a separate report from Customer.

10.10.6 Monitoring Limitations

Monitoring is intended to reduce operational risk but does not guarantee that Hitcents will:

1. detect every issue;
2. detect an issue before Customer does;
3. predict every failure;
4. prevent an outage, security event, data loss, or performance degradation;
5. receive accurate telemetry from every system;
6. identify a defect that produces no observable monitoring signal; or
7. resolve an incident within a particular period.

Hitcents may reasonably modify monitoring tools, thresholds, alert rules, telemetry sources, and escalation procedures to:

1. improve reliability;
2. reduce false positives;
3. respond to changes in the Customer Application;
4. accommodate changes in infrastructure or Third-Party Services; or
5. protect the Handrail Platform.

Response times are initial-response times and are not guaranteed resolution or restoration times unless the applicable Order Form expressly states otherwise.

10.11 Disaster Recovery

10.11.1 Availability

Disaster Recovery is included for Pro and Enterprise customers and may be purchased as an add-on by Core customers.

Disaster Recovery applies to the existing production Deployment identified in the applicable Order Form. A Separate Deployment may require separate Disaster Recovery coverage.

10.11.2 Disaster

A **"Disaster"** is a confirmed event that causes material destruction, corruption, loss, or sustained unavailability of:

1. the production Customer Application;

2. Customer Data stored within Hitcents-controlled production systems; or
3. material Hitcents-controlled production infrastructure

and that reasonably requires restoration, failover, redeployment, or reconstruction rather than ordinary troubleshooting or Defect correction.

A routine Defect, isolated user issue, minor degradation, temporary integration failure, or condition that can be corrected through ordinary incident response is not necessarily a Disaster.

10.11.3 Disaster Recovery Services

When a Disaster is confirmed, Hitcents will use commercially reasonable efforts to restore the affected Customer Application and Customer Data using the recovery resources then available.

Disaster Recovery Services may include:

1. activating applicable incident-response procedures;
2. identifying the affected systems and recovery path;
3. restoring Customer Data from the most recent viable backup;
4. redeploying the Customer Application;
5. rebuilding or reconfiguring affected infrastructure;
6. replacing or reallocating failed compute, memory, storage, database, networking, or other infrastructure resources;
7. failing over to an available recovery environment or replacement component;
8. restoring material configuration;
9. coordinating recovery of available Third-Party Services;
10. validating basic production availability following restoration; and
11. taking other commercially reasonable actions necessary to restore the affected Deployment.

10.11.4 Initiation and Response Times

Hitcents may initiate Disaster Recovery following:

1. a report from Customer;
2. detection through Hitcents' monitoring systems;
3. a Qualifying Alert under Proactive Monitoring;
4. confirmation of material data corruption or infrastructure failure; or
5. another event reasonably indicating that ordinary incident response is insufficient.

For Pro and Enterprise customers, Hitcents will begin its Disaster Recovery response within the applicable initial-response time stated for Customer's selected service tier in the applicable Order Form in accordance with:

1. Customer's selected service plan;
2. the severity reasonably assigned to the Disaster; and
3. any custom SLA expressly stated in the applicable Order Form.

A Pro customer receives the applicable Pro response time. An Enterprise customer receives the applicable Enterprise response time or the custom response time stated in its Order Form.

The applicable response time is measured from the earlier of:

1. Customer's report of the Disaster; or
2. Hitcents' receipt of a monitoring alert that initiates a response under Section 10.10.4.

A Disaster Recovery response time is the time within which Hitcents will begin assessment and recovery activity. It is not a guaranteed recovery-completion time.

10.11.5 Emergency Authority

When Hitcents reasonably determines that delay would materially increase the risk of data loss, extended unavailability, security exposure, or other harm, Customer authorizes Hitcents to begin commercially reasonable Disaster Recovery actions without waiting for additional Customer approval.

Hitcents will use commercially reasonable efforts to:

1. limit the recovery action to what is reasonably necessary;
2. avoid unnecessary loss of current data;
3. preserve forensic or diagnostic information where appropriate;
4. notify Customer as soon as reasonably practical; and
5. coordinate material business decisions with Customer when time and circumstances permit.

10.11.6 Recovery Point and Recovery Time

Unless the applicable Order Form expressly establishes a recovery-point objective, recovery-time objective, or other binding Disaster Recovery commitment:

1. Hitcents does not guarantee a particular recovery point;
2. Hitcents does not guarantee restoration within a particular number of hours;
3. restoration will generally be made from the most recent complete and viable backup reasonably available;
4. data created or changed after the applicable recovery point may not be recoverable; and
5. recovery time will depend on the nature and scope of the Disaster.

Factors affecting recovery may include:

1. the size and complexity of the Customer Application;
2. the amount of Customer Data;
3. the integrity and availability of backups;
4. the extent of infrastructure damage;
5. replacement hardware or capacity availability;
6. Third-Party Service availability;
7. Customer-controlled systems;
8. security or forensic requirements;
9. required data validation; and
10. Customer cooperation.

10.11.7 Included and Additional Costs

For Pro and Enterprise customers, reasonable Disaster Recovery work required because of:

1. a Platform Incident;
2. failure of Hitcents-controlled infrastructure; or
3. another failure for which Hitcents is responsible under this MSA

is included in the applicable service plan and will not reduce Customer's included Human Engineering Service capacity.

Additional fees may apply to:

1. replacement hardware, storage, compute capacity, networking, licensing, or other extraordinary hard costs;
2. third-party recovery services or expedited third-party charges;

3. recovery of Customer-controlled systems;
4. recovery work resulting from Customer misuse, unauthorized modification, inaccurate instructions, or Customer-controlled credentials;
5. reconstruction of data not present in available backups;
6. custom forensic, security, or regulatory work;
7. recovery of a Separate Deployment not covered by the applicable Order Form;
8. custom recovery environments or extended retention requirements; or
9. work materially beyond Hitcents' standard Disaster Recovery procedures.

Where reasonably practical, Hitcents will notify Customer before incurring a material non-emergency additional charge.

10.11.8 Third-Party and Customer-Controlled Systems

Hitcents' Disaster Recovery obligations apply only to systems and data within Hitcents' reasonable control.

Hitcents may assist with Third-Party Services and Customer-controlled systems, but successful restoration may depend on:

1. third-party cooperation;
2. Customer access credentials;
3. Customer-maintained backups;
4. replacement licenses or accounts;
5. the availability of external systems; or
6. separately billable Human Engineering Services.

Hitcents is not responsible for a third party's refusal or inability to restore a Third-Party Service.

10.11.9 No Elimination of Customer Responsibilities

Disaster Recovery does not eliminate Customer's responsibility to:

1. maintain any independent backup or record retention required by law;
2. maintain continuity procedures for Customer-controlled operations;
3. promptly report suspected data loss or corruption;
4. provide reasonable access and cooperation;
5. validate restored business-critical data and functionality; and
6. maintain appropriate insurance and business-continuity planning.

10.11.10 No Guarantee Against Loss

Disaster Recovery is intended to reduce the impact of a Disaster but does not guarantee:

1. uninterrupted operation;
2. recovery of every item of Customer Data;
3. restoration to the precise state existing immediately before the Disaster;
4. restoration of unavailable Third-Party Services;
5. achievement of an unstated recovery-time or recovery-point objective; or
6. prevention of all business interruption or loss.

10.12 Service-Level Exclusions

Service levels do not apply to downtime or issues caused by:

1. Customer;
2. Customer systems or networks;
3. Third-Party Services outside Hitcents' reasonable control;
4. force majeure;

5. scheduled maintenance;
6. emergency security maintenance;
7. misuse or unauthorized modification;
8. suspension permitted under this MSA;
9. beta or experimental functionality; or
10. internet conditions outside Hitcents' control.

10.13 Maintenance

Hitcents may perform planned maintenance and will provide reasonable advance notice when maintenance is expected to materially affect production availability. Emergency maintenance may be performed without advance notice.

11. Fees and Payment

11.1 Fees

Customer will pay all fees stated in each Order Form, including:

1. Initial Build Fees;
2. recurring subscription fees;
3. User Capacity fees;
4. Resource Credit overages;
5. additional Human Engineering Services;
6. change orders;
7. Third-Party Service fees;
8. security, compliance, or support add-ons;
9. Separate Deployment fees; and
10. transition or Source-Code Buyout fees.

11.2 Invoicing

Unless an Order Form states otherwise:

1. Initial Build installments are invoiced monthly in advance;
2. recurring subscription fees are invoiced monthly in advance;
3. overages are invoiced monthly in arrears;
4. Human Engineering Services are invoiced monthly in arrears; and
5. invoices are due within fifteen days.

11.3 Proration

If the Subscription Commencement Date occurs during a billing month, the first recurring subscription fee will be prorated from that date through the end of the billing period.

11.4 Nonrefundable Commitments

Except where this MSA expressly states otherwise:

1. fees are noncancelable and nonrefundable;
2. purchased capacity cannot be reduced during a committed term;
3. unused allowances do not create a refund or credit; and
4. failure to use the Services does not relieve Customer of payment obligations.

11.5 Late Payments

Past-due amounts may accrue interest at the lesser of:

1. 1.5% per month; or
2. the maximum rate permitted by law.

Customer will reimburse reasonable collection costs for undisputed delinquent amounts.

11.6 Billing Disputes

Customer must notify Hitcents of a good-faith invoice dispute within thirty days after the invoice date. Customer will timely pay all undisputed amounts.

11.7 Taxes

Fees exclude sales, use, excise, value-added, withholding, and similar taxes. Customer is responsible for applicable taxes other than taxes based on Hitcents' net income.

11.8 Annual Adjustments

At renewal, Hitcents may increase recurring fees by up to 5% upon at least sixty days' written notice.

This limitation does not apply to:

1. increased User Capacity;
2. increased usage;
3. new purchased services;
4. changed security or compliance requirements;
5. Third-Party Service price increases;
6. infrastructure cost increases attributable to Customer; or
7. mutually agreed changes.

12. Customer Responsibilities

Customer is responsible for:

1. the legality and accuracy of Customer Data;
2. obtaining required rights, notices, and consents;
3. determining whether the Services are appropriate for Customer's intended use;
4. testing Customer-Directed Changes;
5. reviewing business-critical calculations and outputs;
6. maintaining reasonable internal controls;
7. ensuring that Authorized Users follow this MSA;
8. making employment, financial, legal, medical, safety, regulatory, and other business decisions;
9. securing Customer-controlled devices, networks, credentials, and integrations;
10. maintaining legally required records or independent backups; and
11. complying with applicable law.

13. AI and Automated Functionality

13.1 Nature of AI Systems

Customer acknowledges that AI and agent systems may:

1. produce incomplete, inaccurate, inconsistent, or unexpected output;
2. respond differently to similar instructions;
3. require testing and human review;
4. depend on Third-Party Services; and
5. change over time.

13.2 High-Risk Uses

Customer will not use the Services as the sole basis for decisions involving:

1. medical diagnosis or treatment;
2. life safety;
3. criminal justice;
4. legal rights;
5. employment eligibility;

6. credit or insurance eligibility;
7. critical infrastructure control; or
8. another high-impact regulated decision

unless the use is expressly documented in an Order Form and appropriate safeguards have been agreed.

13.3 Model Providers

Hitcents may use one or more third-party AI providers and may change providers or models for cost, quality, security, performance, or availability.

13.4 Model Training

Hitcents will not use identifiable Customer Data to train a generalized model for use across unrelated customers without Customer's written consent.

Hitcents may use anonymized and aggregated operational information to improve the Handrail Platform, provided it does not reasonably identify Customer or an individual.

Where commercially available, Hitcents will configure third-party AI services under terms that do not permit the provider to train generalized models on Customer Data.

14. Data Ownership and Use

14.1 Customer Ownership

As between the Parties, Customer owns:

1. Customer Data;
2. Customer Materials; and
3. Customer Output.

14.2 Limited Data Rights

Customer grants Hitcents a non-exclusive right to host, copy, transmit, process, display, and otherwise use Customer Data as reasonably necessary to:

1. provide the Services;
2. secure and support the Services;
3. implement Customer instructions;
4. prevent fraud or misuse;
5. comply with law; and
6. create anonymized and aggregated operational information.

14.3 Data Export

During an active subscription, Customer may request a standard export of Customer Data in a commercially reasonable, commonly used format.

Custom exports, transformations, historical reconstruction, and migration work may be billed as Human Engineering Services.

14.4 Data Retention After Termination

Unless law or an Order Form requires otherwise, Hitcents may delete Customer Data beginning thirty days after termination or expiration.

Customer is responsible for requesting and downloading its data before the retention period expires.

14.5 Legal Requests

Hitcents may disclose Customer Data when legally required. Where legally permitted, Hitcents will provide Customer reasonable notice.

15. Privacy and Security

15.1 Safeguards

Hitcents will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of the Services and Customer Data.

15.2 Security Features

Security services vary by selected plan and add-ons as stated in the applicable Order Form. Customer is responsible for selecting a plan and add-ons appropriate to its risk, security, insurance, and regulatory requirements.

15.3 Security Incident

Hitcents will notify Customer without undue delay after confirming unauthorized access to Customer Data within Hitcents' control that requires notice under applicable law.

15.4 Customer Security Responsibilities

Customer is responsible for:

1. account permissions;
2. multi-factor authentication where available;
3. endpoint security;
4. API credentials;
5. Customer-controlled integrations;
6. user training; and
7. promptly reporting suspected compromise.

15.5 Compliance Assistance

Any compliance reports, scans, questionnaires, or assistance provided by Hitcents:

1. do not constitute legal advice;
2. do not guarantee compliance;
3. do not constitute certification unless expressly stated; and
4. may depend on Customer's own controls and conduct.

15.6 Data Processing Addendum

If Hitcents processes personal data requiring a separate data-processing agreement, the Parties will execute an appropriate addendum.

16. Intellectual Property

16.1 Hitcents Ownership

Except for Customer Data, Customer Materials, Customer Output, rights licensed under Section 17, and rights expressly transferred through a completed Source-Code Buyout under Section 18, Hitcents owns all right, title, and interest in:

1. the Handrail Platform;
2. Background Technology;
3. the Customer Application;
4. Automated Changes;
5. software code;
6. architecture;
7. configurations and workflows;
8. development and deployment systems;
9. improvements;
10. derivative works;
11. Documentation; and
12. related intellectual-property rights.

16.2 No Work Made for Hire

The Services, Initial Build, Customer Application, and Automated Changes are not works made for hire for Customer unless a separate written agreement expressly states otherwise.

16.3 Customer Materials

Customer retains ownership of Customer Materials and grants Hitcents a limited license to use them to provide the Services.

16.4 Customer Business Logic and Confidentiality

Hitcents will not disclose Customer Confidential Information or Customer Data merely because similar generalized functionality is used elsewhere.

16.5 Reusable Components

Hitcents may reuse non-customer-specific software, patterns, methods, workflows, and components developed while providing the Services, provided that such reuse does not disclose Customer Data or Customer Confidential Information.

16.6 General Knowledge

Hitcents may use general ideas, concepts, skills, and know-how retained in the unaided memories of its personnel, provided Hitcents does not disclose Customer Confidential Information.

16.7 Feedback

Customer grants Hitcents a perpetual, worldwide, irrevocable, royalty-free right to use suggestions and feedback concerning the Services.

16.8 Third-Party and Open-Source Materials

Third-party and open-source materials remain subject to their applicable license terms.

17. Source-Code Continuity

17.1 Purpose

This Section protects Customer against loss of access to a business-critical Customer Application if Hitcents permanently ceases or becomes materially unable to provide the applicable Handrail Services.

This Section is a business-continuity protection. It is not:

1. a general source-code ownership right;
2. a right to leave Handrail for convenience without exercising a Source-Code Buyout;
3. a remedy for an ordinary temporary outage;
4. a substitute for Customer's payment obligations; or
5. a right to commercialize the Handrail Platform.

17.2 Continuity Event

A "Continuity Event" occurs upon any of the following:

1. Hitcents provides written notice that it will permanently discontinue the Handrail Platform or permanently discontinue production operation of Customer's Customer Application, and no successor provider has agreed to assume substantially equivalent service obligations;
2. Hitcents dissolves, liquidates, ceases substantially all business operations, or permanently abandons the Handrail Platform, and no successor entity assumes substantially equivalent service obligations;
3. Hitcents becomes subject to bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or a comparable proceeding and, as a result, permanently ceases or becomes materially unable to provide production operation of Customer's Customer Application;
4. Hitcents states in writing that it is permanently unable or unwilling to continue providing production operation of Customer's Customer Application beyond a stated date; or
5. Hitcents is materially unable to provide production access to Customer's Customer Application for ten consecutive business days, or materially unable to provide the support and maintenance reasonably necessary to sustain the Customer Application for thirty consecutive calendar days, and:

1. the failure is not caused by Customer, a permitted suspension, or Customer's material breach;
2. Hitcents does not restore the applicable service within five business days after written notice from Customer; and
3. Hitcents does not provide a commercially reasonable, funded transition or restoration plan that it is actively implementing.

If Hitcents has ceased operations or no longer maintains a functioning notice channel, the notice-and-cure requirement in item 5 does not apply.

17.3 Events That Do Not Constitute a Continuity Event

A Continuity Event does not occur solely because of:

1. Customer's termination or nonrenewal for convenience;
2. suspension permitted under Section 24;
3. Customer's failure to pay an undisputed amount when due;
4. Customer's material breach;
5. a temporary outage, maintenance period, security response, force-majeure event, or Third-Party Service failure that Hitcents is actively and reasonably working to resolve;
6. discontinuation or replacement of an individual feature where the material Customer Application remains available;
7. migration to a substantially equivalent successor Handrail service;
8. a corporate transaction in which a successor assumes Hitcents' material obligations to Customer;
9. Customer's dissatisfaction with service levels that does not otherwise satisfy Section 17.2; or
10. Hitcents' inability or refusal to perform optional Human Engineering Services while the production Customer Application remains materially operable.

17.4 Conditional Continuity License

Hitcents hereby grants Customer the license described in this Section 17.4, effective automatically and irrevocably upon the occurrence of a Continuity Event.

Upon a Continuity Event, Customer receives a perpetual, worldwide, non-exclusive, royalty-free license to use the Continuity Materials solely to:

1. host and operate the Customer Application for Customer's internal business purposes;
2. reproduce the Continuity Materials as reasonably necessary for backup, development, testing, and production operation;
3. modify, maintain, repair, secure, and create derivative works of the Customer Application;
4. migrate the Customer Application to replacement infrastructure;
5. permit Customer's Affiliates to use the Customer Application for Customer's and its Affiliates' internal business operations; and
6. permit contractors and replacement service providers to exercise the foregoing rights solely on Customer's behalf.

Customer may transfer the Continuity License in connection with a merger, corporate reorganization, or sale of all or substantially all of Customer's business or assets to which the Customer Application relates, provided the transferee agrees in writing to the restrictions in this Section.

The Continuity License does not transfer ownership of the Continuity Materials or Background Technology.

17.5 Continuity Materials

The "Continuity Materials" are the then-current materials reasonably available to Hitcents and reasonably necessary for qualified technical personnel to operate and maintain the Customer Application independently of Hitcents.

To the extent applicable and reasonably available, the Continuity Materials will include:

1. the then-current Customer-specific application source code;
2. source code created through Automated Changes for Customer;
3. database schemas and material data-model documentation;

4. build and deployment instructions;
5. dependency manifests;
6. infrastructure-as-code or deployment configuration used specifically for the Customer Application;
7. transferable configuration files;
8. API and material integration documentation;
9. open-source and third-party dependency notices;
10. a then-current standard export of Customer Data;
11. reasonably available technical documentation; and
12. the minimum portion of Background Technology reasonably necessary to operate the Customer Application outside the Handrail-hosted environment.

Where a necessary Handrail component can reasonably be supplied as compiled object code, container image, executable service, or other functional package without disclosing generalized Handrail platform source code, Hitcents may provide the component in that form.

Where Customer Application operation cannot reasonably continue without access to a portion of Background Technology in source-code form, the Continuity Materials will include the minimum source code reasonably necessary to permit continued internal operation, subject to the restrictions in this Section.

17.6 Excluded Materials

The Continuity Materials do not include, except to the minimum extent reasonably necessary under Section 17.5:

1. source code or data belonging to another customer;
2. generalized Handrail product-development tools;
3. generalized AI-agent orchestration systems not required to operate Customer's application;
4. generalized CI/CD or deployment systems used across unrelated customers;
5. internal administrative, billing, sales, or account-management tools;
6. model weights that Hitcents does not own or cannot legally transfer;
7. proprietary third-party materials that Hitcents lacks the right to deliver;
8. credentials, private keys, security secrets, or access rights that cannot safely or legally be transferred;
9. Hitcents' or Handrail's trademarks, trade names, or branding rights; or
10. materials unrelated to the operation of the Customer Application.

Hitcents will not be required to disclose another customer's Confidential Information or violate a third-party license in order to provide the Continuity Materials.

17.7 Delivery Following a Continuity Event

For a planned permanent discontinuation, Hitcents will use commercially reasonable efforts to:

1. provide Customer at least sixty days' advance written notice;
2. provide a current Customer Data export before discontinuation; and
3. deliver the Continuity Materials no later than the effective date of discontinuation.

For another Continuity Event, Hitcents will deliver the Continuity Materials:

1. within fifteen business days after Customer's written request; or
2. as soon as reasonably practicable where circumstances outside Hitcents' control prevent delivery within that period.

If a third-party escrow agent holds the Continuity Materials, release will occur under the applicable escrow agreement.

17.8 No Buyout or Release Fee

Customer will not owe a Source-Code Buyout fee, source-license fee, release fee, or payment of future unaccrued subscription fees as a condition of receiving the Continuity Materials following a Continuity Event.

Customer remains responsible for:

1. fees properly accrued before the Continuity Event;
2. undisputed invoices for Services already provided;
3. Customer's own replacement hosting and infrastructure;
4. third-party licenses or accounts required for independent operation;
5. third-party escrow fees expressly accepted in an Order Form; and
6. optional transition or professional services Customer requests from personnel who remain available.

Hitcents will not withhold the Continuity Materials solely because of a good-faith disputed invoice.

17.9 Background Technology Restrictions

Customer may use Background Technology included in the Continuity Materials only as reasonably necessary to operate, maintain, repair, secure, and modify the Customer Application for Customer's internal business purposes.

Customer will not:

1. extract or use Background Technology as a standalone product unrelated to the Customer Application;
2. sell, license, or commercialize the Handrail Platform;
3. use the Continuity Materials to create or operate a software-development platform that competes with Handrail;
4. provide the Continuity Materials to an unrelated third party except a contractor or service provider acting on Customer's behalf under confidentiality obligations;
5. remove copyright, proprietary, or attribution notices; or
6. use Hitcents' or Handrail's names or marks without permission.

17.10 Third-Party Components

Third-party and open-source materials remain governed by their applicable license terms.

Customer may be required to:

1. establish replacement accounts;
2. enter into replacement licenses;
3. pay third-party providers;
4. replace services that cannot be transferred; or
5. modify the Customer Application to use substitute services.

Hitcents does not warrant that every Third-Party Service will permit transfer or continued use.

17.11 Bankruptcy Protection

The Parties intend that the license rights granted under this Section constitute rights to intellectual property to the maximum extent recognized under applicable bankruptcy law.

To the extent applicable, Customer may elect to retain and exercise its licensed rights under Section 365(n) of the United States Bankruptcy Code or any successor provision if Hitcents or a trustee rejects this MSA or an applicable Order Form.

Nothing in this Section limits any additional right or remedy Customer may have under applicable insolvency or bankruptcy law.

17.12 Optional Third-Party Escrow

Customer may request that the Parties establish a third-party source-code escrow arrangement through the applicable Order Form or a separate escrow agreement.

Any escrow arrangement must identify:

1. deposit contents;
2. update frequency;
3. release conditions;
4. validation or build-verification services;

5. escrow-agent fees;
6. confidentiality requirements; and
7. rights following release.

Unless the Order Form states otherwise, Customer is responsible for third-party escrow and verification fees. Failure to establish optional escrow does not eliminate the contractual continuity rights in this Section.

17.13 No Continuing Support Warranty

Following a Continuity Event:

1. the Continuity Materials are provided in their then-current condition;
2. Hitcents does not guarantee that Customer or a replacement provider can operate them without technical expertise, infrastructure, licenses, configuration, or migration work;
3. Hitcents is not obligated to create a new standalone architecture or reconstruct materials that do not then exist;
4. Hitcents has no continuing support obligation if it has ceased or become unable to provide the Services; and
5. any available transition assistance may be separately agreed and billed, except that delivery of the Continuity Materials itself will not carry a release fee.

17.14 Survival

The rights and restrictions in this Section survive termination or expiration of this MSA and every Order Form.

Once a Continuity License becomes effective, later restoration of Handrail Services does not revoke that license. Customer and Hitcents may nevertheless agree to resume Handrail Services under a new or reinstated subscription.

18. Source-Code Buyout

18.1 No Default Source-Code Ownership

Except for the limited Continuity License arising under Section 17, source-code ownership and source-code delivery are not included unless the applicable Order Form expressly grants a Source-Code Buyout Right.

If the Order Form is silent, Customer has no contractual right to purchase or receive source code outside a Continuity Event.

18.2 Eligibility

Customer may exercise a selected Source-Code Buyout Right only if:

1. the Initial Build Fee has been paid in full;
2. Customer has completed at least twelve months of paid recurring subscription service;
3. Customer is current on all amounts owed;
4. Customer is not in material breach; and
5. Customer gives at least sixty days' written notice.

Hitcents may waive one or more requirements in writing.

18.3 Formula Buyout Price

If Customer selects the Formula Source-Code Buyout Right, the buyout price is the greater of:

1. \$150,000; or
2. three times Customer's Annualized Recurring Fees at the time of exercise.

"Annualized Recurring Fees" means twelve times Customer's then-current monthly charges for:

1. the Handrail subscription;
2. User Capacity;
3. reserved Human Engineering Services;
4. security and compliance add-ons;
5. support and SLA add-ons; and

6. other committed recurring services.

Annualized Recurring Fees exclude taxes, one-time projects, pass-through Third-Party Service charges, and variable usage overages.

18.4 Fixed Buyout Price

If the Order Form states a fixed Source-Code Buyout price, that amount controls over the formula.

18.5 Buyout Package

Following full payment, Hitcents will provide the then-current version of the agreed buyout package, which may include:

1. Customer-specific application source code;
2. reasonably available build and deployment instructions;
3. data-schema documentation;
4. dependency manifests;
5. transferable configuration files;
6. a standard Customer Data export; and
7. other materials expressly listed in the Order Form.

18.6 Excluded Materials

A Source-Code Buyout does not transfer ownership of:

1. the Handrail Platform;
2. generalized AI agents or agent orchestration;
3. generalized development systems;
4. shared deployment or CI/CD systems;
5. model weights;
6. reusable libraries or frameworks;
7. internal administrative tools;
8. shared monitoring and support systems;
9. Hitcents or Handrail trademarks;
10. nontransferable third-party software;
11. open-source software beyond its applicable license; or
12. other Background Technology.

18.7 Embedded Background Technology License

To the extent Background Technology is embedded in delivered Customer-specific source code and is reasonably necessary to operate that code, Hitcents grants Customer a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, modify, and maintain that embedded Background Technology solely as part of Customer's internal operation of the purchased Customer Application.

Customer may not extract, commercialize, sublicense, or use Background Technology to create or operate a competing software-development platform.

18.8 Platform Dependencies

Customer acknowledges that the Customer Application may depend on Handrail-hosted or nontransferable services.

Unless expressly included in the buyout price, work required to:

1. remove Handrail dependencies;
2. replace Third-Party Services;
3. migrate infrastructure;
4. create standalone deployment systems;
5. rewrite integrations; or
6. assist a replacement provider

will be separately billable.

18.9 Effect of Buyout

A completed Source-Code Buyout does not automatically terminate Customer's subscription.

Customer may:

1. continue using Handrail;
2. enter into a maintenance or hosting agreement; or
3. terminate at the end of the applicable committed term.

18.10 Post-Buyout Support

Unless otherwise agreed, Hitcents has no obligation to support software modified by Customer or a third party after delivery.

18.11 Delivery Standard

The buyout package is delivered in its then-current condition.

Hitcents does not warrant that Customer or a replacement provider can operate it without independent expertise, infrastructure, licenses, or transition work.

19. Confidentiality

19.1 Confidential Information

"Confidential Information" means nonpublic information disclosed by one Party to the other that is marked confidential or reasonably should be understood as confidential.

Customer Confidential Information includes Customer Data and nonpublic business processes.

Hitcents Confidential Information includes source code, platform architecture, pricing methodology, security information, product plans, and Background Technology.

19.2 Obligations

The receiving Party will:

1. use Confidential Information only to perform or exercise rights under this MSA;
2. protect it using at least reasonable care;
3. disclose it only to personnel, contractors, advisers, and subprocessors with a need to know and confidentiality obligations; and
4. not disclose it to another person without authorization.

Customer may disclose Continuity Materials to contractors and replacement service providers as expressly permitted under Section 17.

19.3 Exclusions

Confidential Information does not include information the receiving Party can demonstrate:

1. is publicly available without breach;
2. was lawfully known without restriction;
3. was lawfully received from a third party;
4. was independently developed without use of Confidential Information; or
5. was approved for release.

19.4 Required Disclosure

A receiving Party may disclose Confidential Information when legally required, provided it gives notice where legally permitted and reasonably cooperates with protective efforts.

19.5 Equitable Relief

Unauthorized disclosure of Confidential Information or misuse of intellectual property may cause irreparable harm. The affected Party may seek injunctive relief in addition to other remedies.

20. Warranties

20.1 Mutual Authority

Each Party warrants that:

1. it has authority to enter into this MSA; and
2. its execution and performance do not violate another binding obligation.

20.2 Professional Services Warranty

Hitcents warrants that it will perform Human Engineering Services in a professional and workmanlike manner.

Customer must report a claimed breach within thirty days after the affected service.

Hitcents' obligation is to reperform the nonconforming service or, if reperformance is not commercially reasonable, provide an equitable credit.

20.3 Subscription Warranty

During an active subscription, Hitcents warrants that the Accepted Production Version will materially perform in accordance with its documented core functionality, subject to this MSA.

Hitcents' obligation is to use commercially reasonable efforts to correct a valid Defect.

20.4 Customer Warranties

Customer warrants that:

1. it has required rights in Customer Materials and Customer Data;
2. Hitcents' authorized processing will not violate law or third-party rights;
3. Customer will not use the Services unlawfully; and
4. Customer has obtained required notices and consents.

21. Disclaimers

EXCEPT FOR EXPRESS WARRANTIES IN THIS MSA, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HITCENTS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

HITCENTS DOES NOT WARRANT THAT:

1. THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE;
2. EVERY DEFECT WILL BE CORRECTED;
3. AN AUTOMATED CHANGE WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR PRODUCTION WITHOUT TESTING;
4. AI OR AUTOMATED OUTPUT WILL ALWAYS BE ACCURATE;
5. THE SERVICES WILL SATISFY EVERY LEGAL OR REGULATORY REQUIREMENT;
6. THIRD-PARTY SERVICES WILL REMAIN AVAILABLE OR UNCHANGED;
7. A PARTICULAR FEATURE CAN BE CREATED WITHIN A PARTICULAR USAGE ALLOWANCE;
8. CONTINUITY MATERIALS CAN BE OPERATED WITHOUT INDEPENDENT TECHNICAL EXPERTISE, INFRASTRUCTURE, OR THIRD-PARTY LICENSES; OR
9. THE SERVICES WILL PRODUCE A PARTICULAR BUSINESS OR FINANCIAL RESULT.

22. Indemnification

22.1 Hitcents IP Indemnity

Hitcents will defend Customer against a third-party claim that Customer's authorized use of the Handrail Platform or Customer Application directly infringes a United States patent, copyright, or trademark and will pay damages finally awarded or amounts agreed in a settlement approved by Hitcents.

22.2 Exclusions

Hitcents has no obligation for a claim arising from:

1. Customer Materials or Customer Data;
2. Customer or third-party modification;
3. use outside the Documentation, Order Form, Continuity License, or Source-Code Buyout license;
4. combination with an item not supplied or approved by Hitcents;
5. continued use after notice of alleged infringement;
6. compliance with Customer instructions;
7. Third-Party Services; or
8. use of a superseded version where an updated version would avoid the claim.

22.3 Remedies

If the Services are, or Hitcents reasonably believes may become, subject to an infringement claim, Hitcents may:

1. obtain the right for Customer to continue using them;
2. modify or replace the affected portion;
3. disable the affected portion while preserving substantially equivalent functionality; or
4. terminate the affected Services and refund prepaid recurring fees for the unused portion of the current term.

This Section states Hitcents' entire liability for intellectual-property infringement.

22.4 Customer Indemnity

Customer will defend and indemnify Hitcents against third-party claims arising from:

1. Customer Data or Customer Materials;
2. Customer's unlawful or unauthorized use;
3. Customer's business decisions, products, services, or conduct;
4. Customer's violation of law;
5. Customer's infringement of third-party rights; or
6. Customer's breach of Sections 6, 12, 13, 17, or 18.

22.5 Procedure

The indemnified Party must:

1. promptly notify the indemnifying Party;
2. provide reasonable cooperation; and
3. allow the indemnifying Party to control the defense and settlement.

The indemnifying Party may not settle a claim in a manner that admits fault by or imposes nonmonetary obligations on the indemnified Party without consent.

23. Limitation of Liability

23.1 Excluded Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

23.2 General Cap

Except as stated below, each Party's aggregate liability arising out of or relating to an Order Form will not exceed the fees paid or payable under that Order Form during the twelve months immediately preceding the event giving rise to the claim.

23.3 Enhanced Cap

Liability arising from:

1. a Party's breach of confidentiality;
2. Hitcents' breach of data-security obligations;
3. Hitcents' IP indemnity;
4. unauthorized disclosure of Customer Data; or
5. Hitcents' willful refusal to release Continuity Materials following an established Continuity Event

will not exceed two times the fees paid or payable under the applicable Order Form during the twelve months preceding the event.

23.4 Exclusions From Cap

The limitations in Sections 23.2 and 23.3 do not apply to:

1. Customer's payment obligations;
2. fraud;
3. gross negligence or willful misconduct;
4. unauthorized use or misappropriation of intellectual property;
5. Customer's indemnification obligations; or
6. liability that cannot legally be limited.

23.5 Allocation of Risk

The Parties agree that the fees reflect this allocation of risk and that the limitations apply even if a limited remedy fails of its essential purpose.

24. Suspension

Hitcents may suspend some or all Services when reasonably necessary to:

1. address a security threat;
2. prevent material harm to the platform or another customer;
3. comply with law;
4. stop unlawful or prohibited activity;
5. respond to failure to pay an undisputed amount more than fifteen days past due after notice;
6. enforce a usage cap selected by Customer; or
7. address a material breach.

Hitcents will use commercially reasonable efforts to:

1. limit suspension to the affected portion;
2. provide advance notice where practical; and
3. restore Services after the issue is resolved.

Suspension does not excuse payment obligations. A suspension properly imposed under this Section does not constitute a Continuity Event.

25. Term and Termination

25.1 MSA Term

This MSA begins on the Effective Date and continues until terminated. Either Party may terminate the MSA when no Order Form remains active.

25.2 Initial Subscription Term

Unless an Order Form states otherwise, the initial subscription term begins on the Subscription Commencement Date and continues for twelve months.

25.3 Renewal

After the initial term, each subscription automatically renews for successive twelve-month terms unless either Party gives at least sixty days' written notice of nonrenewal.

25.4 Termination for Cause

Either Party may terminate an affected Order Form if the other Party materially breaches and fails to cure:

1. a nonpayment breach within ten days after written notice; or
2. another material breach within thirty days after written notice.

If a breach cannot reasonably be cured within thirty days, the breaching Party must begin cure within that period and diligently continue.

25.5 Initial Build Fee Upon Termination

If Customer terminates for convenience, abandons the project, stops participating, or is terminated for Customer's breach, the unpaid balance of the Initial Build Fee becomes immediately due.

If Customer terminates because of Hitcents' uncured material breach, Customer is responsible only for:

1. Initial Build installments accrued through termination;
2. accepted change orders;
3. recurring fees accrued through termination; and
4. valid usage and third-party charges.

25.6 Insolvency

Either Party may terminate if the other Party:

1. becomes insolvent;
2. makes an assignment for creditors;
3. enters bankruptcy not dismissed within sixty days; or
4. ceases substantially all business operations.

Termination under this Section does not limit Customer's continuity rights under Section 17.

25.7 No Mid-Term Downgrade

Customer may upgrade at any time. Customer may ordinarily downgrade a plan, reduce User Capacity, or remove recurring add-ons only at renewal with at least sixty days' notice.

26. Effect of Termination

26.1 Access

Except as provided by an effective Continuity License or completed Source-Code Buyout, upon termination or expiration:

1. Customer's right to access the hosted Services ends;
2. Hitcents may disable Authorized User accounts;
3. accrued fees become due;
4. Customer must stop using Hitcents Confidential Information; and
5. each Party will return or destroy the other Party's Confidential Information, subject to legal retention and standard backup practices.

26.2 Data Export Window

Customer may request a standard Customer Data export during the thirty-day period following termination, provided Customer has paid all undisputed amounts.

Section 17 governs data and source-code release following a Continuity Event.

26.3 Transition Services

At Customer's request and subject to availability, Hitcents may provide transition assistance at then-current rates.

Transition assistance may include:

1. data exports;
2. documentation;
3. knowledge-transfer sessions;
4. infrastructure migration;
5. replacement-provider coordination;
6. Continuity Material implementation assistance; and
7. work required under a Source-Code Buyout.

26.4 Survival

Provisions concerning fees, intellectual property, source-code continuity, Source-Code Buyout rights, confidentiality, disclaimers, indemnification, liability, data export, and general legal terms survive as necessary to give them effect.

27. Third-Party Services

27.1 Dependencies

The Services and Continuity Materials may interoperate with or depend on Third-Party Services.

27.2 Third-Party Terms

Customer may be required to accept separate third-party terms or maintain third-party accounts.

27.3 Third-Party Changes

Hitcents is not responsible for a third party's decision to:

1. change pricing;
2. modify an API;
3. restrict functionality;
4. discontinue a service;
5. change terms; or
6. experience an outage.

Hitcents may propose replacements or bill Human Engineering Services required to adapt to material third-party changes.

27.4 Pass-Through Charges

Third-party charges may be:

1. included in a Usage Allowance;
2. billed directly to Customer;
3. passed through by Hitcents; or
4. incorporated into a recurring fee.

28. Publicity and Insurance

28.1 Publicity

Neither Party may issue a press release using the other Party's name without prior written approval.

Whether Hitcents may identify Customer as a customer or use Customer's name and logo will be stated in the applicable Order Form or separately approved in writing.

28.2 Insurance

During an active Enterprise subscription, Hitcents will maintain commercially reasonable insurance appropriate to its operations.

Specific insurance limits, certificate requirements, or other insurance obligations must be identified in the applicable Order Form.

29. General Terms

29.1 Independent Contractors

The Parties are independent contractors. This MSA does not create a partnership, joint venture, fiduciary relationship, franchise, or employment relationship.

29.2 Assignment

Neither Party may assign this MSA or an Order Form without the other Party's consent, except in connection with a merger, reorganization, sale of substantially all assets, or change of control, provided the assignee assumes the applicable obligations in writing.

Any assignment by Hitcents does not eliminate an effective Continuity License previously arising under Section 17.

29.3 Force Majeure

Neither Party is liable for delay caused by circumstances outside its reasonable control, excluding Customer's obligation to pay amounts already due.

A temporary force-majeure event does not constitute a Continuity Event unless the independent requirements of Section 17.2 are ultimately satisfied.

29.4 Notices

Legal notices must be in writing and delivered by:

1. personal delivery;
2. nationally recognized overnight carrier;
3. certified mail; or
4. email to the legal-notice address stated in the applicable Order Form, with confirmation of receipt.

Either Party may update its notice information by giving notice under this Section.

29.5 Governing Law

This MSA and each Order Form are governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-law principles.

29.6 Venue

The state and federal courts located in Warren County, Kentucky will have exclusive jurisdiction over disputes arising from this MSA or an Order Form. Each Party consents to personal jurisdiction and venue there.

29.7 Jury-Trial Waiver

TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY FOR A DISPUTE ARISING OUT OF OR RELATING TO THIS MSA OR AN ORDER FORM.

29.8 Equitable Relief

Nothing prevents a Party from seeking temporary or injunctive relief to protect Confidential Information, data, security, source-code continuity rights, or intellectual property.

29.9 Waiver

A waiver must be in writing. Failure to enforce a provision is not a waiver.

29.10 Severability

If a provision is unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions will remain effective.

29.11 No Third-Party Beneficiaries

This MSA and the Order Forms create no rights for third parties.

29.12 Entire Agreement

This MSA, all executed Order Forms, and all signed addenda incorporated into them constitute the complete agreement concerning their subject matter and supersede prior proposals, discussions, and representations.

The blank form attached as Exhibit A has no independent legal effect until completed and signed by both Parties.

29.13 Amendment

Except for customer-specific terms included in an executed Order Form as permitted by Section 2.2, an amendment to this MSA must be in writing and signed by authorized representatives of both Parties.

29.14 Counterparts; Electronic Acceptance

An Order Form, amendment, or addendum may be executed in counterparts and electronically. By executing an Order Form that references this MSA, each Party agrees to be bound by this MSA. Electronic signatures have the same effect as originals.

Exhibit A — Customer Order Form

Customer-specific commercial terms under the Handrail Master Services Agreement

How this form works. Selecting a preprinted Build or Service Plan incorporates the preprinted terms for that selection. Later sections may add services or record operational choices, but they do not replace an included entitlement or standard price. Any change to a preprinted standard term or to the MSA must appear in Section Q, identify the term or MSA section being changed, and be expressly approved by both Parties. A blank, handwritten entry, or billing-summary calculation elsewhere does not amend a standard term.

A. Order Information

Order Form Number	Order Form Effective Date
MSA Version: Standard Form v2026.08	MSA Effective Date (First Order Form):

CUSTOMER LEGAL NAME

CUSTOMER PRIMARY ADDRESS

CUSTOMER LEGAL NOTICE ADDRESS / EMAIL

HITCENTS LEGAL NOTICE ADDRESS / EMAIL

BILLING CONTACT	BILLING EMAIL
PROJECT OWNER	PROJECT OWNER EMAIL
PURCHASE ORDER REQUIREMENT	HITCENTS ACCOUNT LEAD

B. Initial Build Selection

Select	Build	Fixed Fee	Standard Payment Schedule	Typical Positioning
☐	Foundation	\$48,000	\$4,000/month x 12	Focused application or workflow

Select	Build	Fixed Fee	Standard Payment Schedule	Typical Positioning
☐	Advanced	\$72,000	\$6,000/month x 12	Broader operational system
☐	Enterprise	\$120,000+	\$10,000+/month x 12	ERP or complex business system
☐	Custom	Specified in Section Q	Specified in Section Q	Custom terms must be stated expressly

ADDITIONAL INITIAL BUILD SCOPE REQUIREMENTS	ADDITIONAL INITIAL BUILD FEE

INITIAL BUILD BILLING START DATE	PURCHASE ORDER / INTERNAL REFERENCE

Initial Build acknowledgment. The selected preprinted fee and payment schedule control unless Section Q expressly changes them. The Initial Build Fee is fixed; the installment schedule is a payment accommodation; early delivery does not reduce the fee; remaining installments continue after Go-Live; and the recurring subscription begins separately on the Subscription Commencement Date.

C. Initial Scope

The Initial Scope for this Order Form is set forth in the document attached to this Order Form as Attachment A-1 — Initial Scope (the "Scope Attachment"). The Scope Attachment is incorporated into this Order Form solely for purposes of describing the Initial Build.

Scope Attachment Identification

Document Title: _____

Document Date or Version: _____

Number of Pages: _____

Attachment A-1 is attached to this Order Form.

The Scope Attachment may include, as applicable:

- business objectives;
- material workflows and functionality;
- planned integrations;
- Customer-provided systems, data, and dependencies;
- implementation assumptions;
- expressly excluded items;
- target milestones;
- acceptance criteria; and
- other Initial Scope requirements.

Within this Order Form:

- the completed pricing and service-plan selections;
- the completed usage and capacity selections; and
- Section Q, Special Terms Modifying the MSA or Standard Plan Terms

control over any inconsistent statement in the Scope Attachment.

Unless Section Q expressly identifies and modifies the applicable provision, the Scope Attachment does not:

- amend the MSA;
- alter the selected pricing or payment obligations;
- alter included User Capacity or Resource Credits;
- create source-code ownership or other intellectual-property rights;
- change the Subscription Commencement Date;
- establish a guaranteed completion date;
- create or modify a service level, warranty, or acceptance right;
- modify a standard service-plan entitlement; or
- otherwise change the legal or commercial terms of this Order Form or the MSA.

Only the document specifically identified above and attached to this Order Form is incorporated as the Scope Attachment. Proposals, presentations, emails, estimates, tickets, messages, product-board entries, and other working materials are not part of the Initial Scope unless they are expressly included in the Scope Attachment or incorporated through a written change order.

Any change to the Scope Attachment after execution must be approved in accordance with Section 4.6 of the MSA and documented through:

- a written change order;
- a replacement Scope Attachment signed by both Parties; or
- another written amendment signed by authorized representatives of both Parties.

If the Scope Attachment is not attached when this Order Form is signed, Hitcents is not required to begin substantive Initial Build work until the Parties have executed or otherwise mutually approved the Scope Attachment in writing.

D. Timing and Subscription Commencement

TARGET INITIAL PRODUCTION RELEASE	TARGET INITIAL-SCOPE COMPLETION

Target dates are planning targets unless Section Q expressly identifies a binding milestone. The Subscription Commencement Date is determined under MSA Section 5.5 unless Section Q expressly modifies that section.

E. Standard Recurring Service Plan Selection

Select one. The selected row is authoritative for the listed standard price and included quantities. Do not rewrite those values elsewhere in this Order Form.

Select	Plan	Base Monthly Fee	Included Users	Infrastructure Credits / Month	AI Credits / Month	Included Human Engineering
☐	Core	\$2,000	50	250	150	None reserved
☐	Pro	\$6,000	250	750	500	8 hours/month
☐	Enterprise	\$15,000+	500	2,000	1,500	40 hours/month

Select	Plan	Base Monthly Fee	Included Users	Infrastructure Credits / Month	AI Credits / Month	Included Human Engineering
☐	Custom	See Section Q				

ADDITIONAL RECURRING SERVICE PLAN SCOPE REQUIREMENTS	ADDITIONAL RECURRING SERVICE PLAN MONTHLY FEE

Standard subscription term. Unless Section Q expressly states otherwise, the MSA default applies: a twelve-month initial subscription term beginning on the Subscription Commencement Date, followed by automatic twelve-month renewals subject to the MSA's nonrenewal provisions.

Continuous evolution. Automated software evolution and new modules within the same Deployment are included within purchased usage. A new build fee is not triggered solely because Customer adds substantial functionality such as HRM, CRM, ERP, or other business modules.

F. Standard Plan Entitlements and Service Levels

The selected plan automatically includes the applicable column below. These terms are not blanks to be completed. Service levels are objectives unless the MSA or Section Q expressly makes a particular SLA binding.

Entitlement	Core	Pro	Enterprise
Production hosting and backups	Standard	Enhanced	Enterprise
Monthly Change Requests	100	350	1000
Monitoring	Standard	Advanced	Proactive
Security scanning	Baseline automated	Advanced automated	Advanced + human review
Vulnerability monitoring	Baseline	Included	Included
Compliance assistance	Not included	Standard assistance	Advanced / custom
System health review	Billable on request	Quarterly	Monthly
Optimization review	Automated	Quarterly	Ongoing
Account contact	Shared	Named contact	Dedicated
Support level	Standard	Enhanced	Priority
Severity 1 initial response target	1 business day	4 business hours	1 hour
Severity 2 initial response target	2 business days	1 business day	4 hours
Severity 3 initial response target	5 business days	3 business days	1 business day
Disaster Recovery	Not included	Standard SLA applies	Standard SLA applies
Monthly production uptime objective	99.5%	99.9%	99.9% or custom SLA
Source-code continuity protection	Included	Included	Included

G. Additional User Capacity

The included user quantity is fixed by the selected plan above. Complete only the applicable add-on selection below.

Selected Plan	Standard Add-On	Standard Price	Quantity Selected at Signing
Core	50 additional users	\$1,000/month	_____ blocks (_____ users)
Pro	100 additional users	\$1,500/month	_____ blocks (_____ users)
Enterprise	Up to 1,000 total users	+\$5,000/month	☐ Selected
Enterprise	Up to 2,500 total users	+\$12,500/month	☐ Selected
Enterprise	More than 2,500 users	Custom in Section Q	☐ Selected

ADDITIONAL USER CAPACITY MONTHLY FEE	TOTAL PURCHASED CAPACITY AT SIGNING (CONVENIENCE SUMMARY)
---	--

H. Resource Usage and Overage Elections

Standard rate. Infrastructure and AI usage above the selected plan's included credits is billed at \$1.25 per Resource Credit unless Section Q expressly states a different rate.
--

Infrastructure Overage Handling Policy Election:

- ☐ Automatic billing
- ☐ Hard Stop
- ☐ Monthly cap \$_____
- ☐ Approval above \$_____
- ☐ Custom in Section Q

If no box is checked, automatic infrastructure overage billing applies. Production infrastructure may continue above a cap when reasonably necessary to preserve availability, security, or data integrity under the MSA.

AI Features Overage Handling Policy Election:

- ☐ Hard stop
- ☐ Automatic billing
- ☐ Monthly cap \$_____
- ☐ Approval above \$_____

If no box is checked, a hard stop applies to discretionary AI Features when included credits are exhausted.

USAGE CONTACT NAME	USAGE CONTACT EMAIL / PHONE
---------------------------	------------------------------------

I. Human Engineering Add-Ons and Approval

Included Human Engineering is fixed by the selected plan in Section E. This section records additional work only.

Core Standard Additional Rate	Pro Standard Additional Rate	Enterprise Standard Additional Rate
\$250/hour	\$225/hour	\$200/hour

ADDITIONAL RESERVED HOURS / MONTH, IF PURCHASED	ADDITIONAL RESERVED CAPACITY MONTHLY FEE
--	---

Human Engineering Hours Overage Handling Policy Election:

- ☐ Written approval required
- ☐ Pre-approved up to \$_____/month
- ☐ Custom in Section Q

If no box is checked, written approval is required before billable Human Engineering Services beyond included hours are performed.

J. Deployments

Standard inclusion. This Order Form includes one Deployment. Multiple modules, workflows, departments, locations, divisions, or business functions inside that Deployment do not create an additional Deployment.

ADDITIONAL SEPARATE DEPLOYMENTS PURCHASED	MONTHLY FEE PER ADDITIONAL DEPLOYMENT	ONE-TIME SETUP FEE
--	--	---------------------------

ADDITIONAL DEPLOYMENT DESCRIPTION / TERMS (OR REFER TO SECTION Q)
--

K. Security, Compliance, and Service Add-Ons

- ☐ SSO / SAML
- ☐ Advanced audit logging
- ☐ Extended log retention
- ☐ Role / permission review
- ☐ Human security review
- ☐ Third-party penetration test
- ☐ Vendor questionnaire support
- ☐ DPA
- ☐ Business Associate Agreement
- ☐ Custom backup / disaster recovery
- ☐ Data residency
- ☐ Compliance assistance
- ☐ Binding SLA

ADDITIONAL MONTHLY FEE	ONE-TIME FEE
-------------------------------	---------------------

DESCRIPTION / THIRD-PARTY COSTS / ADDITIONAL TERMS

L. Voluntary Source-Code Buyout Selection

- ☐ No Voluntary Source-Code Buyout Right
- ☐ Formula Source-Code Buyout Right: greater of \$150,000 or 3x Annualized Recurring Fees

☐ Fixed or Custom Source-Code Buyout Right, stated in Section Q

If no box is checked, no Voluntary Source-Code Buyout Right is granted. This selection does not limit Customer's standard continuity rights under MSA Section 17.

BUYOUT PACKAGE ADDITIONS / INCLUDED TRANSITION SERVICES (ADDITIVE ONLY; PRICE CHANGES BELONG IN SECTION Q)

M. Source-Code Continuity and Optional Escrow

Standard protection included. Customer receives the continuity protection in MSA Section 17 without a buyout or release fee following a Continuity Event.

Optional Escrow Election:

- ☐ No third-party escrow requested
- ☐ Establish third-party escrow
- ☐ Escrow with build verification
- ☐ Custom in Section Q

Optional Escrow Details

Complete only if third-party escrow is selected.

ESCROW PROVIDER	DEPOSIT UPDATE FREQUENCY
SETUP / ANNUAL / VERIFICATION FEES	FEE ALLOCATION

N. Specific Third-Party Services

List only services specifically selected for this Customer. Ordinary variable third-party costs remain governed by the Resource Credit provisions unless expressly stated otherwise.

SERVICES CUSTOMER CONTRACTS FOR AND PAYS DIRECTLY

SERVICES HITCENTS PAYS AND PASSES THROUGH TO CUSTOMER

SERVICES SPECIFICALLY BUNDLED INTO A RECURRING OR ONE-TIME FEE

O. Billing Summary

Convenience summary only. This section is arithmetic and does not override the selected Build, selected Service Plan, standard add-on prices, usage rules, or Section Q. If a calculation here conflicts with an operative selection, the operative selection controls.

Component	Amount	Billing Timing
Initial Build installment	\$_____	_____
Recurring platform subscription	\$_____	Begins on Subscription Commencement Date
Additional User Capacity	\$_____	_____
Reserved Human Engineering add-on	\$_____	_____
Security / compliance / service add-ons	\$_____	_____
Separate Deployment fees	\$_____	_____
Other recurring charges	\$_____	_____
Estimated monthly total before variable overages	\$_____	_____
One-time charges at signing / setup	\$_____	_____

P. Publicity

- ☐ Hitcents may identify Customer as a Handrail customer and use Customer's name and logo in customer lists.
- ☐ Hitcents may not publicly identify Customer without separate written approval.

If neither box is checked, Hitcents may not publicly identify Customer without separate written approval.

Q. Express Overrides to Standard Terms

This is the only section that changes a preprinted standard price, included entitlement, allowance, response target, service level, payment schedule, renewal term, or provision of the MSA. Each override must identify the affected standard term or specific MSA section and state the replacement language. If this section is blank, all preprinted standards and MSA terms remain unchanged.

Standard Term or MSA Section	Existing Standard	Express Replacement / Modification	Both Initial

Standard Term or MSA Section	Existing Standard	Express Replacement / Modification	Both Initial

No implied changes. A quoted price, scope description, billing summary, purchase order, email, proposal, attachment, or field completed elsewhere does not modify a conflicting preprinted standard or MSA provision unless expressly recorded above. An attachment modifies terms only when identified above by title and date.

R. Order Form Signatures

By signing below, each Party agrees to this Order Form and to the Hitcents.com, Inc. Master Services Agreement for Handrail Platform Services, Standard Form v2026.08, which is incorporated by reference. If this is the first Order Form between the Parties, the MSA becomes effective on the Order Form Effective Date.

Each signer further acknowledges that:

1. The selected Build and Service Plan incorporate the preprinted standard terms shown in this Order Form.
2. Sections G through P add services or record choices but do not silently replace included terms.
3. Only Section Q can expressly override a preprinted standard term or modify the MSA.
4. The billing summary is non-operative and provided only for convenience.

Hitcents.com, Inc.	Customer
Authorized Signature	Customer Legal Name
Printed Name and Title	Authorized Signature
Date	Printed Name and Title / Date

ATTACHMENT A-1

INITIAL SCOPE

This Attachment A-1 — Initial Scope (this **"Scope Attachment"**) is attached to and incorporated into the Order Form identified below.

Order Form Information

Customer: _____

Project Name: _____

Order Form Effective Date: _____

Scope Attachment Date: _____

Scope Attachment Version: _____

Prepared By: _____

1. PURPOSE AND RELATIONSHIP TO THE AGREEMENT

1.1 Purpose

This Scope Attachment describes the Initial Scope of the Initial Build to be performed by Hitcents.com, Inc. (**"Hitcents"**) through the Handrail Platform for Customer.

The Initial Scope may be described briefly or in substantial detail depending on the size and complexity of the Initial Build.

1.2 Incorporation

This Scope Attachment is incorporated into the applicable Order Form solely for purposes of describing:

1. the intended business objectives of the Initial Build;
2. the material functionality expected to be included in the Initial Build;
3. applicable assumptions and dependencies;
4. Customer responsibilities;
5. expressly excluded items; and
6. other project-specific scope information.

Capitalized terms not defined in this Scope Attachment have the meanings given in the Master Services Agreement for Handrail Platform Services between Hitcents and Customer (the **"MSA"**) or the applicable Order Form.

1.3 Order of Precedence

In the event of a conflict or inconsistency:

1. Section Q of the Order Form, **Special Terms Modifying the MSA or Standard Plan Terms**, controls over this Scope Attachment;
2. the completed pricing, service-plan, usage, capacity, and other commercial selections in the Order Form control over this Scope Attachment;
3. the MSA controls over this Scope Attachment; and
4. this Scope Attachment controls only with respect to the description of the Initial Scope.

1.4 No Modification of Standard Terms

Unless the applicable provision is expressly modified in Section Q of the Order Form, this Scope Attachment does not:

1. amend the MSA;
2. alter the Initial Build Fee or payment schedule;
3. alter the recurring subscription fee;
4. alter included User Capacity;
5. alter included Change Requests or Resource Credits;
6. alter monitoring, support, maintenance, or Disaster Recovery entitlements;
7. create or modify an SLA, response time, recovery objective, warranty, or remedy;
8. create source-code ownership or Source-Code Buyout rights;
9. change the Subscription Commencement Date;
10. create a guaranteed completion or Go-Live date;
11. modify the acceptance or production-readiness process;
12. create a Separate Deployment;
13. alter intellectual-property ownership; or
14. otherwise modify the legal or commercial terms of the MSA or Order Form.

1.5 Blank or Inapplicable Sections

A blank, incomplete, or omitted portion of this Scope Attachment does not create an obligation, assumption, exclusion, or commitment.

Sections that do not apply may be marked **"Not Applicable."**

2. INITIAL SCOPE SUMMARY

2.1 Business Need

Customer currently experiences the following business problem, limitation, or opportunity:

2.2 Initial Build Objective

The Initial Build is intended to:

2.3 Intended Initial Production Use

Upon Go-Live, the Customer Application is initially expected to support the following production use:

2.4 Scope Summary

The Initial Build will generally include:

3. BUSINESS OBJECTIVES

The Initial Build is intended to support the following business objectives:

Objective	Intended Business Outcome	Notes
1.		
2.		
3.		
4.		
5.		

Any projected savings, performance improvements, adoption levels, efficiency gains, revenue effects, or other business results stated in this Scope Attachment are planning objectives rather than warranties or guaranteed outcomes unless expressly stated otherwise in Section Q of the Order Form.

4. USERS AND OPERATIONAL CONTEXT

4.1 Intended User Groups

The Customer Application is initially expected to support the following user groups:

User Group or Role	General Use	Estimated Number of Users

The estimates above do not modify the User Capacity purchased under the Order Form.

4.2 Departments or Business Functions

The Initial Build is expected to support the following departments, teams, or business functions:

4.3 Locations

The Initial Build is expected to support the following locations or operating regions:

4.4 External Users

The Initial Build is expected to provide access or interfaces for the following customers, vendors, contractors, applicants, partners, or other external users:

5. MATERIAL INITIAL FUNCTIONALITY

5.1 Workstreams or Modules

The following workstreams, modules, or bodies of functionality are included in the Initial Scope:

Workstream or Module	Description of Material Functionality	Initial Priority
----------------------	---------------------------------------	------------------

Priority labels are for development planning and sequencing. They do not create guaranteed delivery dates unless expressly stated in Section Q of the Order Form.

5.2 Material Workflows

The Initial Build is expected to support the following material workflows:

Workflow 1

Name: _____

Purpose: _____

General Process:

Workflow 2

Name: _____

Purpose: _____

General Process:

Workflow 3

Name: _____

Purpose: _____

General Process:

Additional workflow descriptions may be attached as an appendix to this Scope Attachment.

5.3 Roles and Permissions

The Initial Build is expected to include the following material roles or permission groups:

Role or Permission Group	General Access or Authority
--------------------------	-----------------------------

Detailed permissions may be refined during iterative development.

5.4 Reports, Dashboards, and Exports

The Initial Build is expected to include the following material reports, dashboards, or exports:

Report, Dashboard, or Export	General Purpose	Intended Format

5.5 Notifications and Approvals

The Initial Build is expected to include the following material notifications, approval processes, or escalations:

5.6 Administrative Functionality

The Initial Build is expected to include the following material administrative capabilities:

5.7 Mobile or Responsive Use

The intended mobile or responsive requirements are:

- Responsive web access
- Mobile browser use
- Tablet use
- Dedicated mobile application
- Not included in the Initial Scope
- Other:

6. INTEGRATIONS

6.1 Planned Integrations

The Initial Build is expected to include the following integrations:

System or Service	Integration Purpose	Integration Method, if Known	Responsible Party

6.2 Integration Assumptions

The integrations above are based on the following assumptions:

- 1. Customer or the applicable third party will provide necessary documentation, credentials, permissions, test environments, and cooperation.
- 2. Applicable APIs, exports, imports, or other technical interfaces will be available and reasonably functional.
- 3. Third-party pricing, licensing, approval, certification, and usage restrictions are not controlled by Hitcents.
- 4. Material changes to a Third-Party Service may require a change order, additional Human Engineering Services, or revised functionality.
- 5. Hitcents is not required to circumvent a third party's technical or contractual restrictions.

6.3 Customer-Controlled Integration Responsibilities

Customer is responsible for:

7. CUSTOMER DATA AND DATA MIGRATION

7.1 Data Sources

Customer expects to provide data from the following sources:

Data Source	General Data Description	Format	Estimated Volume
-------------	--------------------------	--------	------------------

7.2 Included Data Migration

The following data migration, import, or conversion work is included in the Initial Scope:

7.3 Customer Data Responsibilities

Unless expressly stated otherwise above, Customer is responsible for:

- 1. providing data in the agreed format;
- 2. confirming that Customer has the right to provide and use the data;
- 3. correcting inaccurate, duplicate, incomplete, or inconsistent source data;

4. identifying legally or operationally required records;
5. validating migrated data;
6. maintaining any legally required original records or independent backups; and
7. promptly answering questions concerning the meaning or treatment of Customer Data.

7.4 Data Not Included

The following data migration, cleanup, reconstruction, or conversion work is expressly excluded:

8. AUTOMATION AND AI-ASSISTED FUNCTIONALITY

The Initial Build is expected to include the following material automation, AI, or agent-assisted functionality:

Customer acknowledges that AI and automated functionality remain subject to the MSA, including applicable testing, review, usage, safety, and Customer-responsibility provisions.

9. USER EXPERIENCE AND BRANDING

9.1 General Interface Requirements

The intended user-interface approach is:

9.2 Branding

- Standard Handrail presentation
- Customer logo and basic brand elements
- Customer-specific visual design
- White-label presentation
- Other:

White-labeling or separate branding does not create rights to Hitcents' or Handrail's trademarks, platform, or source code.

9.3 Accessibility or Language Requirements

The following accessibility, localization, or language requirements are included:

10. ENVIRONMENTS, INFRASTRUCTURE, AND DEPLOYMENT

10.1 Included Deployment

The Initial Build is intended for:

- One production Deployment
- The number of Deployments stated in the Order Form
- Other structure expressly stated in Section Q of the Order Form

10.2 Environments

The Initial Build is expected to use the following environments:

- Development
 - Testing or staging
 - Production
 - Other:
-

10.3 Infrastructure Requirements

Known customer-specific infrastructure requirements include:

Infrastructure usage remains subject to the applicable Order Form, Usage Allowances, Resource Credits, and overage terms.

10.4 Monitoring and Disaster Recovery

Monitoring and Disaster Recovery are provided according to Customer's selected service tier and any applicable Order Form selections.

Nothing in this Scope Attachment independently modifies:

1. Customer's monitoring level;
 2. support hours;
 3. initial-response times;
 4. Disaster Recovery entitlement;
 5. recovery-time or recovery-point commitments; or
 6. applicable limitations and exclusions.
-

11. SECURITY, PRIVACY, AND COMPLIANCE REQUIREMENTS

11.1 Known Requirements

The Initial Build is expected to address the following known security, privacy, or regulatory requirements:

11.2 Customer-Specific Controls

The following customer-specific controls are included in the Initial Scope:

- Single sign-on
- Multi-factor authentication
- Role-based access control
- Audit logging
- Extended log retention
- Data residency requirement
- Custom backup requirement
- Custom retention requirement
- Business Associate Agreement
- Data Processing Addendum
- Other:

Any control that is not included in Customer's selected service tier may require an add-on, additional fee, change order, or modification in Section Q of the Order Form.

11.3 Compliance Responsibility

Customer remains responsible for determining the legal and regulatory requirements applicable to Customer's business and use of the Customer Application.

Hitcents does not provide legal advice or guarantee that the Customer Application will, by itself, make Customer compliant with any law, regulation, certification, or industry standard.

12. INITIAL BUILD DELIVERABLES

Subject to the MSA and Order Form, the Initial Build is expected to produce the following deliverables:

- A production Customer Application implementing the material Initial Scope
- Configured user roles and permissions
- Integrations identified in this Scope Attachment
- Data import or migration identified in this Scope Attachment
- Administrative interface
- Standard user documentation
- Administrator documentation
- Initial user training
- Initial administrator training

- Other:

Unless the Order Form expressly grants a Source-Code Buyout Right that is exercised or a Continuity Event occurs under the MSA, deliverables do not include ownership or delivery of source code.

13. CUSTOMER RESPONSIBILITIES AND DEPENDENCIES

Customer will timely provide the following:

1. a knowledgeable project owner with authority to make routine project decisions;
2. access to relevant Customer personnel;
3. accurate business rules, requirements, and workflow information;
4. timely decisions, feedback, and approvals;
5. access to Customer-controlled systems and environments;
6. necessary credentials, documentation, and permissions;
7. Customer Data in the agreed format;
8. appropriate testing personnel;
9. reasonable participation in validation and Go-Live preparation;
10. required third-party cooperation; and
11. the following additional items:

A delay in Customer's performance may extend target dates and may require resequencing of work.

14. PROJECT ASSUMPTIONS

The Initial Scope and Initial Build Fee are based on the following assumptions:

1. The Initial Build will use Hitcents' iterative development process.
 2. Requirements and implementation details may be refined during development.
 3. Customer will provide timely access, information, decisions, feedback, and testing.
 4. Customer-provided information and data will be materially accurate and complete.
 5. Third-Party Services will remain reasonably available on commercially reasonable terms.
 6. The Initial Build will use the Deployment structure identified in the Order Form.
 7. Customer-specific security, regulatory, infrastructure, or integration requirements not disclosed before execution may require additional terms or fees.
 8. Technical architecture, implementation methods, sequencing, and tooling remain within Hitcents' reasonable discretion unless expressly stated otherwise.
 9. Minor fields, screens, calculations, permissions, and implementation details may be refined without amending this Scope Attachment.
 10. The following additional assumptions apply:
-
-

If a material assumption proves inaccurate, incomplete, or no longer applicable, the Parties may address the resulting impact through the change-control process in the MSA.

15. EXPRESSLY EXCLUDED ITEMS

The following are expressly excluded from the Initial Scope:

- 1. any Separate Deployment not identified in the Order Form;
 - 2. source-code ownership or delivery except as expressly provided in the MSA or Order Form;
 - 3. third-party licenses or fees unless expressly included;
 - 4. data cleanup, reconstruction, or migration not described in this Scope Attachment;
 - 5. Customer-controlled hardware, networks, devices, or systems;
 - 6. custom compliance certification unless expressly included;
 - 7. guaranteed business results;
 - 8. guaranteed delivery or Go-Live dates unless expressly stated in Section Q of the Order Form;
 - 9. functionality expressly identified below; and
 - 10. other excluded items:
-
-
-
-

16. TARGET MILESTONES

The following dates are planning targets only unless expressly made binding in Section Q of the Order Form:

Milestone	Target Date	Notes
Project kickoff		
Initial discovery or workflow confirmation		
First usable release		
Production-Ready Notice		
Target Go-Live		
Target Initial-Scope completion		
Other:		

Hitcents may reasonably adjust sequencing and target dates based on:

- 1. technical dependencies;
- 2. Customer feedback;
- 3. Customer delay;
- 4. changes in priority;
- 5. Third-Party Services;

6. testing results;
 7. security or infrastructure requirements; and
 8. other circumstances contemplated by the MSA.
-

17. VALIDATION AND PRODUCTION READINESS

17.1 Validation Scenarios

Customer expects to validate the Initial Build using the following material business scenarios:

Validation Scenario	Expected Material Result
---------------------	--------------------------

17.2 Governing Acceptance Process

The production-readiness, review, Defect-reporting, acceptance, and Go-Live provisions in the MSA govern the Initial Build.

The validation scenarios above:

1. assist the Parties in testing material functionality;
 2. do not require perfection in every implementation detail;
 3. do not prevent production readiness because of minor, cosmetic, or low-priority issues;
 4. do not create a separate acceptance right; and
 5. do not modify the MSA unless expressly incorporated as a modification in Section Q of the Order Form.
-

18. OPEN ITEMS AND DISCOVERY QUESTIONS

The following items remain subject to discovery, Customer decision, third-party confirmation, or technical validation:

Open Item	Responsible Party	Target Decision Date
-----------	-------------------	----------------------

An open item does not expand the Initial Scope unless its eventual treatment is reasonably within the stated business objectives and material functionality or is approved through the change-control process.

19. CHANGE CONTROL AND CONTINUOUS EVOLUTION

19.1 Changes During the Initial Build

A material change to this Scope Attachment during the Initial Build will be handled in accordance with the change-control provisions of the MSA.

A change may be documented through:

1. a written change order;
2. a replacement Scope Attachment signed or approved by both Parties; or
3. another written amendment signed by authorized representatives of both Parties.

19.2 Post-Go-Live Evolution

This Scope Attachment defines the Initial Scope only.

It does not restrict Customer's post-Go-Live right to use the Handrail Platform to create Automated Changes within Customer's existing Deployment, included Change Requests, Usage Allowances, and other applicable limits.

The fact that post-Go-Live functionality:

1. was not described in this Scope Attachment;
2. adds a new workflow or module;
3. supports an additional department or business function;
4. is substantial in scope; or
5. resembles a separate conventional software product

does not, by itself, create a new Initial Build Fee.

Additional charges may apply as provided in the MSA or Order Form for additional usage, Human Engineering Services, User Capacity, Third-Party Services, Separate Deployments, custom infrastructure, or separately guaranteed projects.

20. INCORPORATED SUPPORTING DOCUMENTS

Only the documents specifically identified below are incorporated into this Scope Attachment:

Document Title	Date or Version	Number of Pages	Purpose
----------------	-----------------	-----------------	---------

Proposals, demonstrations, presentations, emails, messages, tickets, estimates, product-board entries, meeting notes, and other working materials are not incorporated unless specifically identified above.

21. APPROVAL

If this Scope Attachment is physically or electronically attached to the Order Form when the Order Form is signed, the signatures on the Order Form constitute approval of this Scope Attachment.

If this Scope Attachment is approved after execution of the Order Form, the Parties will indicate their approval below.

Hitcents.com, Inc.	Customer
Authorized Signature	Customer Legal Name
Printed Name and Title	Authorized Signature
Date	Printed Name and Title / Date