WRITTEN RFP RESPONSE

Software built for Houchens. Improved as your needs change.

HITCENTS

Enterprise Data Management System

Prepared for Houchens Food Group
September 8, 2026 | Review draft

Connect your business information. Build the inventory and reporting tools your teams need. Keep working with a partner you know to improve them.

Before the decision, try it for yourself.

We strongly recommend opening the interactive proposal. Follow a receiving example, try the sample screens, and ask Handrail AI about price, timing, or future changes.

houchens.handrail-daas.com/

Scan to open

$355,000 fixed initial build + $20,000/month recurring

Up to 1,000 users. Subscription commencement, allowances, and possible extra charges are explained inside. Contract drafts are included.

READING GUIDE

Start with the decision. Keep the detail close.

For executive discussion, start with pages 1-6. The narrative-only PDF has 25 pages; the complete packet has 122, including the full contract appendices. Return the separate completed Attachment A XLSX with the written response.

Review draft: see the company overview and submission notes for facts still needed.

EXECUTIVE BRIEF

A system that keeps up with Houchens.

Choose Hitcents to bring your information together, build the tools your teams need, and keep improving them as the business changes.

Start with the work that matters

Connect all 12 point-of-sale systems. Keep inventory current as goods are received, sold, transferred, or adjusted. Give store and corporate teams dependable reports without rebuilding spreadsheets. Core checkout and financial systems stay in place.

Your RFP has already moved the work forward

Your team has done the hard work of explaining what it needs. We use the RFP, your answers, and your process maps to guide what we build and how we check it. You do not have to predict every detail perfectly before we begin.

Work with a partner who knows Houchens

Hitcents has worked with Houchens for years and remains a technology provider today. That experience helps us ask informed questions and work through business rules with your people. Handrail helps our team develop, test, and run the software.

Keep improving after launch

HFG sets priorities and reviews results. Hitcents builds, tests, and introduces agreed changes. Once the subscription begins, adding a function to the same system does not, by itself, trigger another build fee. Usage limits and extra work can affect cost.

What to discuss in the decision meeting

Will the system make inventory and reports more dependable? Can HFG manage routine accounts and settings? How quickly can a business rule change, and what will that change cost? Judge the working results and the cost of continued improvement alongside the feature list.

Sources: RFP §§2-3, 7; Vendor Q&A §§3-4, 8; approved Hitcents context; MSA §§4.7, 7.

EXECUTIVE BRIEF • DELIVERY

See the work.
Then put it into use.

First working prototypes are targeted for the end of Month 1. By the end of Month 4, HFG can review working prototypes for all 38 capabilities, including the nice-to-haves. Production rollout follows.

Today | Try the proposed screens

The interactive proposal shows sample inventory, reporting, and receiving screens before award. These explain the design; they are not completed HFG software. The next evaluation stage requires actual functions with representative records.

Months 1-4 | Working prototypes for every capability

Month 1: first records, inventory, reports, and roles. Month 2: ordering, transfers, invoices, and mobile tasks. Month 3: all 12 source-format mappings, fresh production, promotions, and store cash. Month 4: vendor tools, investigations, and business AI. Review representative records in a test environment; no working prototype is promised before the end of Month 1.

Start of Month 6 | Target first daily use

Begin with an agreed group of grocery stores and the first inventory and reporting tools. Check quantities and reports against source records, train employees, and agree readiness. Continue connecting other systems as these teams begin using the tools.

Month 12 | Target completion of the initial build

Complete the agreed connections and business functions in stages. Sequence capabilities with HFG. The targets are measured from project start and depend on access, records, other providers, and HFG decisions; they are not guaranteed dates.

A practical example: 100 cases invoiced, 96 received

The store needs the correct inventory count. Accounting needs to track the credit for four missing cases. HFG approves the rule; Hitcents builds and tests it with Handrail. If a manager later needs to approve large credits, we agree, build, and check that change.

Measure whether the work is paying off

Measure reporting effort, inventory accuracy, outstanding credits, report use, and the time and cost to introduce a change. Agree starting measurements and targets with HFG. Count cash savings separately from employee time freed for other work.

Sources: Draft Order Form; RFP §§4.8, 5; Vendor Q&A §§3, 7; Attachment B, Nonfuel Grocery Receiving.

RFP 4.10 • PRICING SUMMARY

What Houchens pays.

The proposed price is $355,000 for the initial build, plus $20,000 per month once the subscription begins. The monthly price covers one shared HFG system for up to 1,000 users.

RFP cost category	Proposed cost / treatment
Platform / SaaS licensing	$180,000/year ($15,000/month Enterprise base).
Implementation services	$355,000 fixed: $120,000 base + $235,000 dedicated build team. Paid in 12 installments.
Data integration / connectors	Agreed initial connections are included in the build. Ongoing changes use service allowances. No separate annual connector fee is selected; other providers may charge fees.
User licensing	$60,000/year ($5,000/month) adds capacity up to 1,000 total users. Combined recurring price: $240,000/year.
Training	Shared HFG / Hitcents responsibility. Specific sessions and division of work must be agreed; no separate training charge is selected in the draft.
Ongoing support	Bundled in the $240,000 annual recurring baseline; allowances and service terms apply.
Modules, add-ons / equipment	No separately priced module or equipment purchase is selected. Extra usage, work, devices, and third-party services may add cost if needed; quantities and prices remain to be confirmed.

Example for the first 12 months: about $495,000

$355,000 build plus seven months at $20,000 if first daily use begins at the start of Month 6. The actual subscription start determines the total. Completing the build early does not cancel the fixed fee or remaining installments.

Volume, term, and flexibility

Up to 2,500 total users is $27,500/month ($330,000/year); higher capacity is custom. The standard subscription term is 12 months with 12-month renewals unless notice is given at least 60 days before term end. No multi-year discount is quoted. Any different pricing or term must be agreed in the Order Form.

Sources: RFP §4.10; approved commercial brief; draft Order Form; MSA standard pricing and renewal terms.

RFP 4.10 • LIMITS AND BILLING

What is included.
What can cost extra.

The subscription pays to run and improve the system within the purchased allowances. It is not an unlimited budget for every kind of work.

Monthly allowances

Enterprise includes 1,000 Change Requests, 2,000 infrastructure credits, 1,500 AI credits, and 40 engineering hours. A distinct automated change or follow-up counts as a Change Request. A support inquiry or defect report does not. Automated changes beyond the request pool use applicable Resource Credits.

Extra usage and engineer time

Resource Credits measure usage, not engineering hours or guaranteed feature completion. Extra credits cost $1.25 each. Extra infrastructure usage can be billed automatically to keep the system running. Optional AI work stops at its allowance unless HFG approves more. Extra engineering is $200/hour, normally with written approval first.

Some work needs separate terms

A separately operated system, a guaranteed-date project, substantial human-led migration or architecture work, third-party services, or work beyond purchased Handrail functions can require separate terms. A feature may take more than one month's allowance. Confirmed Handrail platform incidents and Hitcents-caused defects do not consume the 40 included engineering hours.

When recurring billing begins

Under MSA §5.5, billing starts at the earliest of go-live, HFG's instruction to make the system available for production, material live use, or 15 business days after a valid Production-Ready Notice when delay is not caused by an unresolved material Hitcents defect. The notice formally states that the system is ready for its intended use.

Phased launch and initial build changes

The first material production phase starts the subscription unless the signed Order Form expressly sets another staged schedule. Build installments can overlap with recurring fees. During implementation, changes are reviewed against the agreed initial scope; the monthly service's included changes apply once it starts.

Before agreeing a final total

Validate users, source interfaces and volumes, retention costs, devices, training work, and third-party charges. Taxes and unselected options are not included. The attached draft Order Form and MSA set out the full terms; the narrative is a summary.

Sources: RFP §4.10; MSA §§4.7, 5.5-5.6, 7.1-7.7; draft Order Form.

RFP 4.1 • COMPANY OVERVIEW

Hitcents is the partner responsible for the work.

Handrail is the system our team uses to build, test, and run the software. HFG would contract with Hitcents and work with Hitcents throughout the program.

4.1.1 | Company background, size, and stability

Hitcents builds custom software and has an existing technology-provider relationship with Houchens. The company facts below still need approved information before the written response can be finalized.

Years in business

Not supplied for this draft. Hitcents must provide its founding year and years in business before submission.

Company size and financial stability

Not supplied for this draft. Hitcents must provide current company size before submission. Financial stability indicators have not been supplied. Hitcents must provide approved evidence before submission.

4.1.2 | Grocery and non-grocery experience

Hitcents has worked with Houchens for years and remains a provider today. Named grocery and non-grocery case studies and key markets beyond the Houchens relationship have not been supplied for this draft.

4.1.3 | Customer references

The required 3-5 retail or grocery reference contacts have not been supplied. Hitcents must add permitted customer names, use cases, contact names, and contact details before submission.

Proposal contact

Clinton Mills | clinton.mills@hitcents.com

Sources: Approved Hitcents company context. Missing company facts are explicitly identified; no customer references or financial evidence are invented.

RFP 4.2 • SOLUTION OVERVIEW

Connect existing systems. Build the tools around them.

The proposed EDMS brings HFG's records into a shared system for inventory, reporting, and daily business work. It does not replace the core checkout or financial systems.

4.2.1 | Fit with HFG's requirements

Collect and normalize records from all 12 point-of-sale systems and other agreed sources. Use those records for perpetual inventory, ordering, reconciliation, reports, promotion planning, and other agreed functions. Start with grocery operations and expand in stages.

4.2.2 | Proposed architecture and hosting

Propose a cloud-hosted HFG application operated by Hitcents under the Enterprise service. Source connections feed checked records into shared business data; business rules then support workflows, reports, and exports. The final infrastructure design, provider, region, sizing, and network controls require technical review. No on-premise or hybrid configuration is selected in the draft.

4.2.2 | Multi-tenancy and data isolation

The commercial proposal is for one shared HFG system. Store, banner, region, and role restrictions would apply to data access, reports, exports, and AI queries. The exact isolation design between customers, services, and environments, including any dedicated resources, must be documented and demonstrated in technical review. A shared HFG system does not imply permission to expose HFG data to other customers.

4.2.3 | Multiple banners and regions

Model locations, banners, regions, distribution centers, and permitted cross-banner activity. Support transfers across banners, shared distribution centers, and both banner-specific and multi-banner promotions. Agree accounting close rules by workflow rather than assuming every process closes on the same schedule.

4.2.4 | Downtime statistics

Measured downtime percentages, reporting period, and time-of-day breakdown have not been supplied. The 99.9% availability objective is a service target, not a historical uptime measurement.

Sources: RFP §§3, 4.2; Vendor Q&A §§4, 6-8; draft Order Form. Architecture is proposed, not a claim of completed HFG infrastructure.

RFP 4.3 • FUNCTIONAL CAPABILITIES (1 OF 2)

What we propose to build, and what remains to prove.

The supplied HFG screens are a design preview. Current screen coverage is distinguished below from functioning HFG software. Detailed capability responses follow in the Section 4.9 appendix.

Data Management & Governance

Current evidence: sample record and administration views. Proposed: normalize records, apply validation, keep source history, log corrections, and retain two years queryable plus seven years of backups. Gap: actual connections, retention sizing, restore evidence, and production acceptance remain to be completed.

Security & Administration (RBAC, SSO, MFA)

Current evidence: role-switching and administration samples. Proposed: role, group, row, and object restrictions; company sign-in; activity logs; inactive-account rules. Gap: enforced permissions, identity-provider integration, and security test results require implementation and review.

Integrations & Connectivity

Current evidence: proposed connection and recovery design. Proposed: all 12 point-of-sale sources, EDI invoices, REST APIs, files, downstream feeds, and fresh-department scale data. Gap: interfaces, credentials, partner capabilities, throughput, and replay tests need source-specific validation.

Reporting & Analytics (Self-Service)

Current evidence: sample dashboards, report builder, and drill-down screens. Proposed: business-user reports, IT-published views, transaction detail, exports, and scheduled email. Gap: working report creation, permission enforcement, and reconciled results must be demonstrated.

Merchandising Intelligence

Current evidence: sample promotion and item views. Proposed: ad/temporary-price-reduction planning, sales-lift and margin forecasts, funding analysis, and item information. Gap: live source coverage and forecasting quality need validation with HFG records.

Operations Intelligence

Current evidence: inventory, ordering, transfer, fresh production, and store-task samples. Proposed: inventory changes from all transaction types, store-approved ordering, out-of-stock alerts, transfers, yield, waste, cash balancing, and deposits. Gap: end-to-end calculations and store/device workflows require implementation.

Sources: RFP §4.3; Attachment A; current proposal sample screens. Proposed initial scope targets Month 12 overall; capability sequence must be agreed. All capabilities are Able to Build; working-prototype targets run from the end of Month 1 through the end of Month 4.

RFP 4.3 • FUNCTIONAL CAPABILITIES (2 OF 2)

Use the same records across the business.

These domains build on dependable source records and agreed business rules. They are proposed capabilities, not claims that all HFG functions are available today.

Financial Intelligence

Current evidence: invoice, credit, and store-cash samples. Proposed: receiving and supplier-credit reconciliation, item-level gross profit, deposit/register records, and structured feeds to existing financial systems. Gap: cost rules, close periods, financial interfaces, and reconciled outputs need HFG approval.

Marketing & Loyalty Intelligence

Current evidence: sample performance/reporting views. Proposed: connect agreed marketing and loyalty records to sales and promotion reporting, with access controls. Gap: specific source interfaces, measures, and data permissions must be confirmed; no completed loyalty connector is claimed.

Loss Prevention Intelligence

Current evidence: exception and case-tracking samples. Proposed: drill into suspicious transactions, compare inventory and shrink, distinguish production inefficiency from child-item loss, and optionally track investigations. Gap: alert thresholds, investigation permissions, and useful signal quality require HFG validation.

Workflow & Business Tools

Current evidence: receiving, transfer, and store-task samples. Proposed: record receipts, track credits, approve orders, manage transfers, log manual corrections, and support food-safety traceability records. Gap: business rules, exception handling, and acceptance checks remain to be implemented.

Forecasting & Optimization

Current evidence: illustrative forecasts and price/assortment suggestions. Proposed: sales-lift, margin, replenishment, and optional price/assortment recommendations. Gap: sufficient history, model selection, accuracy targets, and business approval; no measured forecasting result is claimed.

AI & Advanced Analytics

Current evidence: Ask Handrail explains this proposal from its documents. The sample business assistant uses prepared examples. Proposed: permission-aware questions about HFG records, anomalies, predictions, and recommendations. Gap: live business-data integration, evaluations, permissions, and human review before use. Proposal chat is not proof of those business AI functions.

Sources: RFP §4.3; Vendor Q&A §§4-5; Attachment B. Initial-scope targets are program-level planning targets, not guaranteed per-feature dates. All capabilities are Able to Build; working-prototype targets run from the end of Month 1 through the end of Month 4.

RFP 4.4 AND 4.5 • REPORTS AND RECORDS

Let teams get answers and check the numbers.

Reporting and integrations are proposed parts of the HFG build. We would demonstrate the complete path from a source record to a report and its export.

4.4.1 | Who builds dashboards

Propose dashboards that business users can arrange using approved measures, filters, and store/banner views. HFG IT can publish shared dashboards and manage access. Hitcents builds the underlying tools and agreed complex views. The sample builder illustrates the design; independent configuration must be proven in working software.

4.4.2 | Self-service reports

Business users would select permitted fields, measures, filters, and groupings; save reports; and drill from totals to source transactions. HFG IT governs definitions and access. Begin with daily sales, taxes, customer counts, receipts, tender types, average basket size, inventory, and gross profit.

4.4.3 | Exports and scheduled delivery

Propose Excel, PDF, and CSV report exports, scheduled generation, and email distribution. Validate output, scheduling, recipient permissions, and failure handling during acceptance. These are proposed functions; the printed proposal itself is not evidence of the future EDMS report engine.

4.5.1 | Integration methods and operations

Plan for REST APIs, EDI vendor invoices, and CSV, Excel, fixed-width, and XML files. SFTP and direct database connectors would be selected where source systems support them. Validate each interface during discovery. Monitor missing and late feeds, isolate bad records, retry failures, and let HFG inspect and recover work without duplicating transactions.

4.5.2 | Governance and correction

Keep the source record and track how it becomes a normalized record and report. Log manual changes with user, time, reason, and relevant close period. Use agreed validation rules and exception queues. Load two years of available history, plan seven-year backup retention, and test recovery. Confirm record volumes and timing needs with HFG.

Sources: RFP §§4.4-4.5; Vendor Q&A §§4-5, 8; Attachment B.

RFP 4.5.3 • OWNERSHIP AND PORTABILITY

HFG owns its information. Agree the full exit rights.

HFG's RFP requires unrestricted data export and migration at any time. The standard MSA offers specific export rights with conditions. That difference must be resolved in the signed agreement.

Ownership of HFG data and reports

HFG owns its operational, financial, customer, and reporting information and outputs under the agreement. Propose permission-controlled access to cleaned records, queries, exports, and downstream interfaces. Agree formats and access that let HFG use its information independently.

Standard exports and migration work

During an active subscription, the MSA allows a standard copy of customer data in a commonly used format. Rearranging records or helping migrate to a different system may require additional work and cost. The final agreement must settle HFG's unrestricted-export requirement, including access, timing, formats, and migration charges.

If the subscription ends

Under the standard terms, HFG has 30 days after the agreement ends to request its data, subject to payment of undisputed amounts. Data may be deleted after that period. The response does not describe these terms as equivalent to HFG's unrestricted data-access requirement.

Software rights are different from data ownership

Hitcents owns the application software. MSA §17 provides conditional rights to operate and maintain the application after defined continuity events, including certain permanent service failures. Ordinary nonrenewal does not trigger those rights. The draft does not select a voluntary source-code buyout or independent escrow arrangement.

HFG's routine administration

Propose HFG-managed users, roles, settings, workflows, and routine addition or modification of data sources. Document the controls and provide agreed training. These controls reduce routine dependence on Hitcents; they do not replace the written export and continuity protections.

Technical review and contracting decision

Demonstrate an export of representative records and reports, confirm completeness and format, and review the data-access and continuity terms with HFG. Put any added rights into the executed documents before signing.

Sources: RFP §§4.5.3, 8; Vendor Q&A §8; MSA customer-data and continuity terms, including §17.

RFP 4.6 AND 4.7 • SECURITY AND AI

Control who can act. Check what AI produces.

HFG makes business decisions. Hitcents remains responsible for the agreed technical work. Access restrictions must apply to screens, reports, exports, and AI answers.

4.6.1 | Roles, groups, and view-as

Propose centrally managed roles and groups with store/banner, row, object, and action permissions. The sample view-as tool illustrates how an administrator could check another role's view. Production enforcement, authorized impersonation, logging, and limits must be built and security-tested.

4.6.2 | SSO, MFA, and identity providers

The selected draft includes SSO/SAML support at no additional fee. MFA is supplied by the chosen identity provider. HFG's provider, supported configuration, account lifecycle, and sign-in tests must be confirmed. No named provider integration is asserted as already deployed for HFG.

4.6.3 | Audit and user activity

Propose logs for sign-ins, access changes, imports, approvals, manual corrections, and sensitive actions. Keep the actor, time, record, and reason where applicable. Agree log access, retention, review, and inactive-user rules. The draft includes enhanced activity records; end-to-end enforcement requires validation.

4.7.1 | AI available in this proposal

Ask Handrail answers questions about the proposal documents and shows sources. Hitcents uses Handrail to help write, test, and introduce software changes. The prepared AI examples in sample business screens are not a live HFG data assistant, and no production HFG predictions or accuracy statistics are claimed.

4.7.2 | Business AI roadmap and timing

Target working prototypes of plain-language business questions, anomaly insights, and pricing/assortment recommendations by the end of Month 4 from kickoff. Build on representative records and permissions established in earlier months. HFG reviews expected answers, predictions, and recommendations before use. No HFG implementation is built today; these are Able to Build targets, not current availability or guaranteed production-release dates.

How HFG would evaluate it

Use known sample questions and expected results. Test that users cannot retrieve restricted records, that answers identify source information, and that weak or incomplete evidence is visible. Require human approval for consequential business actions and measure usefulness before expanding use.

Sources: RFP §§4.6-4.7; draft Order Form; approved Handrail positioning. Proposed HFG security and AI functions require implementation and evidence.

RFP 4.8 AND 5 • PARTNERSHIP AND DEMONSTRATION

Agree the work. Show the results.

A shared work list, regular reviews, and named decision makers keep the program moving. The proposed operating rhythm must be agreed with HFG.

4.8.1 | Support, response targets, and escalation

Selected Enterprise service includes proactive monitoring, priority support, backups, and standard disaster recovery. Initial response targets are one hour for Severity 1, four hours for Severity 2, and one business day for Severity 3. Coverage hours, severity definitions, named escalation contacts, and the escalation sequence still need agreement. Targets are not guaranteed fix times; binding SLAs and remedies require express agreement.

4.8.2 | Implementation and resources

Use phased delivery, source mapping, business-rule review, and testing with HFG. Target first working prototypes at the end of Month 1 and prototypes for all 38 capabilities by the end of Month 4. Production targets remain Month 6 for first daily use and Month 12 for initial completion. HFG provides records, access, and cross-functional decision makers. Hitcents supplies engineering; agree staffing and training responsibilities.

4.8.3 | Account management and customer success

Enterprise includes a dedicated account contact, monthly system-health review, and optimization review. Propose reviewing adoption, reporting effort, inventory accuracy, and open issues together. Name the customer and Hitcents leads at kickoff.

4.8.4 | Roadmap participation and release notes

Maintain a shared list of requested work. HFG sets business priorities; Hitcents explains readiness, dependencies, and results. Propose regular demonstrations and published notes for changes put into use. Agree meeting and release frequency; no fixed release schedule is promised.

4.8.5 | Disaster recovery

Enterprise includes backups and standard disaster recovery. Document recovery procedures and test restoration. HFG-specific RTO (how long restoration may take), RPO (how much recent data may be lost), and test frequency have not been agreed and must be set in the service terms.

Section 5 | Demonstrate actual functionality

For the shortlist stage, use HFG's scenarios and representative records. Propose tracing a receipt and credit through inventory and a report, then reviewing an agreed rule change. Agree agenda, sample data, and timing with HFG. The current clickable screens complement this written response and do not replace the required working-software demonstration.

Sources: RFP §§4.8, 5; Vendor Q&A §§7-9; draft Order Form and MSA service terms.

RFP 4.9, 6 AND 9 • RESPONSE AND ATTACHMENTS

A response for every requirement.

The following appendix reproduces Hitcents' line-by-line response to all 38 capabilities. The completed Attachment A workbook is also available separately and must accompany the written submission.

4.9 | Use HFG's response categories

All 38 requirements, including the 8 nice-to-haves, are Able to Build. Nothing is built for HFG today. Each workbook row names a demonstration and a working-prototype target from the end of Month 1 through the end of Month 4. Prototypes run with representative records in a test environment; production completion is a later milestone. Service terms identified in the notes still need agreement.

What remains open before submission

Company years and size, financial stability indicators, permitted grocery/non-grocery examples, 3-5 reference contacts, measured downtime with time-of-day data are not supplied in the current source material. Those are explicit response gaps, not proof of compliance. Replace the marked draft responses with approved facts before sending.

What remains to settle in evaluation and contracting

Confirm technical architecture and isolation, final user counts, source interfaces and volumes, device needs, training scope, named support contacts and coverage, binding SLAs, RTO/RPO and testing, and the data-portability difference. See the relevant numbered responses and contract appendices.

Section 6 | Submission instructions

The RFP requests PDF or Word written responses with clearly labeled attachments. Email the response and completed Attachment A workbook to Amanda Benson at abenson@houchens.com, subject 'EDMS RFP Response - Hitcents'. The deadline is September 9, 2026 at 12:00 PM CST, as stated in the RFP.

Section 9 | Included materials

The PDF includes the 38-item response, the existing HFG draft Order Form (with its incorporated initial-scope documents), and the full MSA. The separate XLSX preserves HFG's capability rows. Attachment B is referenced throughout the implementation and integration responses as HFG's process context.

Before making the final recommendation

We strongly recommend that each decision maker also open the interactive proposal. Follow the receiving example, try the sample screens, and ask Handrail AI about price, changes, or timing. The PDF explains the offer; interacting with the proposal makes the proposed way of working easier to assess.

Sources: RFP §§4.9, 6, 9; Attachment A instructions; Vendor Q&A §9. Review draft pending identified facts and final response-owner validation.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 1-4

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

F-01 | Perpetual inventory management

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Apply receipts, sales, adjustments, credits, and transfers to a sample item inventory; check the quantities against agreed rules. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-02 | Computer-generated ordering (auto-replenishment) & Transmission to vendor

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Generate suggested replenishment from sample sales, stock, and par levels; prepare an approved order for a test vendor interface. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-03 | Order management , store review, approval, and transmission

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Review, edit, approve, and transmit a test order; show its status and activity history. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-04 | Out-of-stock identification and alerting

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Identify zero or low stock in representative records and notify an assigned reviewer. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 5-8

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

F-05 | On-order visibility (open purchase orders)

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Show open purchase orders and inbound quantities alongside current stock. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-06 | Transfer management , store-to-store and DC transfers

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Create a store or distribution-center transfer, record a receiving difference, and trace the inventory entries. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-07 | Product transformation tracking & production planning (fresh / production departments)

Required • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Use representative scale records to turn raw inputs into finished items, recording yield, waste, and planned quantities. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-08 | Promotion planning and management (Ad Builder, TPR Builder, predictive sales lift & margin impact) with forecasting

Required • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Build a sample ad or temporary-price-reduction event and calculate illustrative sales-lift and margin forecasts. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 9-12

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

F-09 | Custom Dashboards & Reporting - self service & admin built/published

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Build and save a report from representative records, filter by store, and publish a basic dashboard. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-10 | Food safety and FSMA compliance tracking

Required • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Record representative lots and food events and trace a sample recall; HFG validates required fields. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. HFG must validate traceability requirements; no compliance certification is claimed. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-11 | Drill-down from summary to transaction level

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Open a report total and trace it to the underlying sample transactions. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-12 | Scheduled report delivery and email distribution

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Schedule a report and deliver a test export/email to approved test recipients. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 13-16

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

F-13 | EDI vendor invoice ingestion & translation

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Parse representative EDI invoices, map fields, and route quantity or cost differences for review. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-14 | Store Operations Tools

Required • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Balance sample registers, prepare a deposit, and produce a test accounting export. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-15 | Natural language querying (NLQ) & AI insights & predictions & recommendations

Nice to Have • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Answer an agreed set of business questions from representative data, with permission checks and source references. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-16 | Base price optimization

Nice to Have • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Produce explainable sample price recommendations from agreed sales and margin inputs; review with merchandising. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 17-20

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

F-17 | Assortment optimization recommendations

Nice to Have • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Produce sample keep/add/remove assortment suggestions with reasons based on representative performance records. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-18 | Master Data Management (MDM) , item attributes, descriptions, hierarchy

Nice to Have • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Maintain an item hierarchy and attributes and generate a test item-maintenance export for a point-of-sale host. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-19 | Vendor portal , electronic contract and document submission & inventory management support

Nice to Have • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Let a test vendor submit a document and see only its permitted contract and inventory information. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

F-20 | Investigation management and case tracking

Nice to Have • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Open an investigation, attach representative records, assign work, and track resolution. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 21-24

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

P-01 | Multi-format POS data ingestion (12 POS systems, varied formats)

Required • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Normalize representative records for all 12 identified point-of-sale formats; validate the first source path in Month 1. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-02 | Open database accessibility to cleansed data

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Query cleaned sample records and produce a standard export; demonstrate access permissions. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Unrestricted export/migration terms differ from the standard MSA and must be resolved before signing. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-03 | Data quality monitoring and validation rules

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Detect bad or missing sample records, isolate failures, and retry without duplicating accepted transactions. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-04 | User data input and manual record modifications with full change logging

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Correct a sample record while preserving its original value, actor, timestamp, reason, and close-period rule. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 25-28

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

P-05 | Historical data retention (2 years queryable + 7 years backup for audits)

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Exercise history queries, retention policies, backup, and restoration with representative dated records; no elapsed seven-year operating history is claimed. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-06 | Flat-file import / export (CSV, Excel, fixed-width, XML)

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Import and export representative CSV, Excel, fixed-width, and XML records. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-07 | Multi unlimited data source integrations

Required • Able to Build
Working prototype target: end of Month 4 from kickoff. Demonstration: Add and modify a representative non-point-of-sale source through a reusable ingestion workflow; confirm the full source inventory for production rollout. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Specific rules or service commitments still require agreement. No arbitrary source-count limit is proposed; actual interfaces, usage, human work, and third-party charges remain subject to the agreement. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-08 | REST API integration framework

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Expose and consume test REST endpoints with authentication, validation, and error responses. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 29-32

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

P-09 | Product roadmap visibility and customer input process with published release notes

Required • Able to Build

Working prototype target: end of Month 1 from kickoff. Demonstration: Demonstrate a shared priority list, change review, and release-note workflow for HFG feedback. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Specific rules or service commitments still require agreement. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-10 | Vendor support SLAs with defined escalation procedures

Required • Able to Build

Working prototype target: end of Month 1 from kickoff. Demonstration: Exercise incident intake, severity triage, notification, and escalation using a test incident; binding coverage and response commitments still need agreement. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Specific rules or service commitments still require agreement. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-11 | Disaster recovery , documented RTO/RPO with testing schedule

Required • Able to Build

Working prototype target: end of Month 2 from kickoff. Demonstration: Run and record a test backup/restore rehearsal; agree production recovery targets and testing frequency separately. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Specific rules or service commitments still require agreement. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

P-12 | Scalability , supports additional stores, banners, and data sources

Required • Able to Build

Working prototype target: end of Month 3 from kickoff. Demonstration: Add representative stores and banners and test increased sample workloads; production sizing still requires measured volumes. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 33-36

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

P-13 | Mobile & in-store application access

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Run a report and data-entry task on mobile layouts and an agreed Zebra device or test environment. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

S-01 | Role-based access control (RBAC)

Required • Able to Build
Working prototype target: end of Month 1 from kickoff. Demonstration: Enforce basic role permissions on the first inventory/reporting workflow. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

S-02 | Group/Row/Object level permissions/security

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Exercise group, row, and object restrictions across test screens, queries, and exports. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

S-03 | Configuration management (without vendor involvement)

Required • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Let an HFG test administrator change users, roles, settings, and a routine workflow or source configuration. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

RFP 4.9 • ATTACHMENT A RESPONSE

Capability responses 37-38

Formal response: Able to Build. The proposed HFG functions are not represented as Available Today. Read the notes for evidence and limits.

S-04 | User impersonation / view-as capability

Nice to Have • Able to Build
Working prototype target: end of Month 3 from kickoff. Demonstration: Let an authorized test administrator view another role, with safeguards and activity logging. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

S-05 | Inactive user auto-disablement (configurable threshold)

Nice to Have • Able to Build
Working prototype target: end of Month 2 from kickoff. Demonstration: Disable test accounts after an agreed inactivity threshold and demonstrate authorized restoration. Current status: not built for HFG; all functionality is Able to Build. Existing screens are design samples. Specific rules or service commitments still require agreement. Prototype review uses representative records in a test environment. Production targets remain Month 6 for first daily use and Month 12 for the initial build; dependencies and acceptance apply.

CONTRACT APPENDICES

The proposed agreement.

The following documents are included in full, in their existing form. The Order Form is a proposal draft and has not been executed.

Appendix B | HFG draft Order Form

31 pages. Includes the selected Enterprise price and user allowance, the dedicated initial-build fee, and the incorporated HFG RFP and Vendor Q&A initial-scope package.

Appendix C | Handrail Master Services Agreement

65 pages. The complete supplied MSA sets out the standard terms, service limits, ownership, continuity rights, and pricing schedules. This packet does not modify the source documents.

Read the commercial explanation with both documents

The narrative summarizes the proposal. Final rights, scope, prices, and any negotiated changes must be reflected in the signed agreement. Data portability, service targets, and other open points are identified in the numbered responses.

Before the decision, try it for yourself.

We strongly recommend opening the interactive proposal. Follow a receiving example, try the sample screens, and ask Handrail AI about price, timing, or future changes.

houchens.handrail-daas.com/

Scan to open

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 **HFG-EDMS-2026-01**	**Order Form Effective Date** To be completed at execution
MSA Version: Standard Form v2026.08	**MSA Effective Date (First Order Form):** Order Form Effective Date

CUSTOMER LEGAL NAME

Houchens Food Group - contracting legal entity to be confirmed

CUSTOMER PRIMARY ADDRESS

To be completed before execution

CUSTOMER LEGAL NOTICE ADDRESS / EMAIL

Amanda Benson · abenson@houchens.com (RFP contact; legal notice details to confirm)

HITCENTS LEGAL NOTICE ADDRESS / EMAIL

To be completed before execution

BILLING CONTACT To be designated by HFG	**BILLING EMAIL** To be completed at execution
PROJECT OWNER Amanda Benson (RFP contact; project owner to confirm)	**PROJECT OWNER EMAIL** abenson@houchens.com
PURCHASE ORDER REQUIREMENT To be confirmed by HFG	**HITCENTS ACCOUNT LEAD** To be designated by Hitcents

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
Dedicated implementation and integration engineering capacity for the Initial Build: source discovery; 12-PoS ingestion and normalization; connector and data-pipeline implementation; data migration and validation; phased rollout; production-readiness and stabilization support; and coordination with HFG and third-party system owners.	**$235,000 additional** **Total fixed Initial Build: $355,000** 11 × $19,583.33 + final $19,583.37, paid with standard installments

INITIAL BUILD BILLING START DATE	PURCHASE ORDER / INTERNAL REFERENCE
At kickoff; date to be completed at execution	**HFG EDMS RFP**

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: **HFG EDMS RFP + Vendor Q&A Scope Package**

Document Date or Version: RFP issued 8/6 through 8/7/2026; Q&A issued 8/20/2026

Number of Pages: 21 PDF pages, plus referenced RFP Attachments A and B

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
Planning target: first material production phase after five build months (start of Month 6)	Planning target: Month 12 after kickoff

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
No additional recurring scope requirement beyond the selected Enterprise service plan and Enterprise capacity add-on for up to 1,000 total users.	$0

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)
$5,000/month	1,000 enabled human users

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
HFG project owner (to be designated)	To be completed at execution

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
None	**$0**

Human Engineering Hours Overage Handling Policy Election:

- [x] 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
0 additional	**$0**	**$0**

ADDITIONAL DEPLOYMENT DESCRIPTION / TERMS (OR REFER TO SECTION Q)
One common HFG EDMS Deployment is included; no Separate Deployment selected.

K. Security, Compliance, and Service Add-Ons

- [x] SSO / SAML
- [x] 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
$0	**$0**

DESCRIPTION / THIRD-PARTY COSTS / ADDITIONAL TERMS
SSO / SAML and advanced audit logging included in the proposal baseline at $0 additional fee. MFA is provided through the selected identity provider. Other optional add-ons require written selection.

L. Voluntary Source-Code Buyout Selection

- [x] 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:

- [x] 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
Existing HFG third-party systems, accounts, and licenses; specific providers and costs to be confirmed during discovery.

SERVICES HITCENTS PAYS AND PASSES THROUGH TO CUSTOMER
None selected at signing. Variable third-party costs remain governed by Resource Credits unless expressly added.

SERVICES SPECIFICALLY BUNDLED INTO A RECURRING OR ONE-TIME FEE
None beyond the selected Enterprise plan, 1,000-user capacity, and standard included entitlements.

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	**$29,583.33 (final $29,583.37)**	Monthly × 12
Recurring platform subscription	$15,000/month	From Subscription Commencement Date
Additional User Capacity	$5,000/month	From Subscription Commencement Date
Reserved Human Engineering add-on	$0	Not selected
Security / compliance / service add-ons	$0	Not selected
Separate Deployment fees	$0	Not selected
Other recurring charges	$0	Not selected
Estimated monthly total before variable overages	**$20,000/month**	From Subscription Commencement Date
One-time charges at signing / setup	$0	None in proposal baseline

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
No express overrides. Standard MSA terms and the selected preprinted Order Form terms apply.			

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

HFG EDMS RFP + Vendor Q&A Scope Package

This Attachment A-1 is incorporated into the HFG Handrail Order Form solely to describe the Initial Build. It consists of HFG's Enterprise Data Management System RFP and the August 20, 2026 Vendor Q&A. RFP Attachments A and B remain referenced requirements and process materials.

Attached source documents

1. EDMS - RFP - HFG (10 pages)
2. EDMS - RFP Vendor Q&A - HFG (11 pages)

REQUEST FOR PROPOSAL

Enterprise Data Management System

EDMS

Centralized Operational Intelligence Platform

Issuing Organization:	HFG (Houchens Food Group)
RFP Title:	Enterprise Data Management System (EDMS)
Issue Date:	Thursday 8/6/2026 – Friday 8/7/2026
Response Deadline:	Wednesday 9/9/2026 12:00 PM CST
Primary Contact:	Amanda Benson
Contact Email:	abenson@houchens.com
Classification:	Confidential – Do Not Distribute

1. Introduction & Purpose

About HFG

Houchens Food Group is a subsidiary of Houchens Industries, Inc., one of the largest, most diversified 100% employee-owned companies in the nation. HFG operates over 400 locations throughout 15 states, spanning grocery, convenience, hardware, and quick-serve restaurants. Due to the distinct brand banners & business format types, HFG has 12 unique point-of-sale systems in use, and hundreds of distinct data sources.

Purpose of This RFP

This Request for Proposal (RFP) invites qualified vendors to propose solutions capable of serving as HFG's Enterprise Data Management System (EDMS) - a single platform that centralizes operational, financial, merchandising, marketing, and loss prevention data and delivers reporting, dashboards, inventory management, workflow tools, forecasting, and future AI capabilities.

2. Current State & Problem Statement

Current Challenges

- Critical business data is spread across disconnected systems requiring significant manual effort to consolidate.
- Paper-based and spreadsheet-driven processes introduce errors, delays, and ***inconsistency***.
- Business tools such as ad forecasting and promotion planning lack a reliable unified data foundation.
- No tool available to manage perpetual inventory at an enterprise level.
- Executives lack a trusted single book of record for strategic decision-making.
- Loss prevention and compliance monitoring is reactive rather than proactive.
- Fragmented systems require duplicate data feeds, straining limited IT resources.

Business Functions Impacted

Department	Key Pain Points
IT	Data spread across systems, limited integration visibility, vendor dependency, data quality challenges, duplicated workload.
Merchandising	Limited category visibility, difficulty measuring promotional effectiveness, manual data gathering.
Operations	Inventory inaccuracies, receiving discrepancies, lack of store-level visibility, tools many tools to learn at store.
Accounting	Manual reconciliation, invoice discrepancies, limited inventory visibility.
Marketing	Limited campaign performance visibility, difficulty measuring ROI.
Loss Prevention	Reactive investigations, delayed reporting, limited exception visibility.
Executive	Inconsistent reporting, delayed decision-making, lack of enterprise-wide visibility.

3. Scope of Work

What We Are Seeking

HFG is seeking a centralized platform to serve as the operational intelligence foundation for the entire organization. The selected solution will provide:

- A POS-agnostic platform that consolidates data across all systems into a single book of record & reporting
- Full perpetual inventory management and gross profit visibility by item
- A custom, open architecture that allows vendor support during implementation while minimizing long-term vendor dependency, so the platform can adapt to HFG's unique and evolving business needs

While there are many additional capabilities HFG would ultimately like from this system, the scope below has been limited to what is required or represents a high-value "Nice to Have."

Feature / Capability	Classification	Notes / Context
FEATURES		
Perpetual inventory management	**Required**	*Real-time inventory position maintained from all transaction sources, with transaction, receipt, adjustment, credit & transfer, with custom internal inventory calculation rules*
Computer-generated ordering (auto-replenishment) & Transmission to vendor	**Required**	*System generates suggested orders based on sales velocity, on-hand, and par levels; store reviews and approves*
Order management — store review, approval, and transmission	**Required**	*Stores interact with system-generated orders before submission to suppliers*
Out-of-stock identification and alerting	**Required**	*Automated detection of zero or critically low on-hand positions*
On-order visibility (open purchase orders)	**Required**	*Visibility into inbound inventory to support planning decisions*
Transfer management — store-to-store and DC transfers	**Required**	*Full transfer workflow with discrepancy tracking and audit history*
Product transformation tracking & production planning (fresh / production departments)	**Required**	*Track raw input inventory, yield, finished product output, and waste for meat, deli, and other fresh departments, along with planned quantities*
Promotion planning and management (Ad Builder, TPR Builder, predictive sales lift & margin impact) with forecasting	**Required**	*Build, manage, and track promotional events within the platform*
Custom Dashboards & Reporting – self service & admin built/published	**Required**	*To support loss prevention, operations, compliance, marketing, merchandising, IT, accounting and executive needs – examples include daily sales, sales tax, customer count info, receipt lookup, tender type reporting, avg. basket size, etc.*
Food safety and FSMA compliance tracking	**Required**	*Regulatory compliance records, traceability, and audit support*
Drill-down from summary to transaction level	**Required**	*Users can investigate from high-level metrics to individual records*
Scheduled report delivery and email distribution	**Required**	*Reports delivered automatically on configurable schedules*

Feature / Capability	Classification	Notes / Context
EDI vendor invoice ingestion & translation	**Required**	*Built in support for automated electronic invoice receipt; eliminates manual invoice entry*
Store Operations Tools	**Required**	*Allows store teams to complete daily cash management tasks - deposit preparation and register balancing - within the platform, with structured data automatically flowing to the accounting system to support financial reconciliation and close processes*
Natural language querying (NLQ) & AI insights & predictions & recommendations	**Nice to Have**	*Users ask questions in plain language; platform returns data and visualizations, & shares opportunities*
Base price optimization	**Nice to Have**	*Algorithmic pricing recommendations based on margin, velocity, and competitive position*
Assortment optimization recommendations	**Nice to Have**	*AI-generated suggestions for assortment changes based on performance data*
Master Data Management (MDM) — item attributes, descriptions, hierarchy	**Nice to Have**	*EDMS becomes the master book of record; Feeds/exports item maintenance data to POS host*
Vendor portal — electronic contract and document submission & inventory management support	**Nice to Have**	*Vendors submit contracts, funding agreements, and supporting documents directly into EDMS*
Investigation management and case tracking	**Nice to Have**	*Cases opened, documented, and tracked to resolution within EDMS*
DATA, CONNECTIVITY & PLATFORM		
Multi-format POS data ingestion (12 POS systems, varied formats)	**Required**	*Core platform must normalize and unify transaction data from all POS sources*
Open database accessibility to cleansed data	**Required**	*For admin users - querying, custom exports, scheduled custom outgoing vendor files that can be emailed, exported, API connections*
Data quality monitoring and validation rules	**Required**	*Automated identification of missing, invalid, or inconsistent data with auto retry & HFG team ability to monitor & recover missing data*
User data input and manual record modifications with full change logging	**Required**	*Users can correct, adjust, and enrich data; all changes logged with user, timestamp, and reason. Closing period for some screens/modifications.*
Historical data retention (2 years queryable + 7 years backup for audits)	**Required**	*Required for trend analysis, forecasting, and AI initiatives, and audits*
Flat-file import / export (CSV, Excel, fixed-width, XML)	**Required**	*Support for systems that lack API capability & export ability for users for all reports & platform data*
Multi unlimited data source integrations	**Required**	*Paylocity, Door Dash, Instacart, Uber, Neilsen, Salesforce, Competitive Retails, etc., that can be customized into any reporting, screens, views, filters, etc.*
REST API integration framework	**Required**	*Open API for connecting source systems and downstream consumers*
Product roadmap visibility and customer input process with published release notes	**Required**	*Regular roadmap reviews; customers can influence product direction*
Vendor support SLAs with defined escalation procedures	**Required**	*Published support tiers, response times, and escalation paths*
Disaster recovery — documented RTO/RPO with testing schedule	**Required**	*Business continuity in the event of system outage*
Scalability — supports additional stores, banners, and data sources	**Required**	*Platform grows with the organization without significant rework*

Feature / Capability	Classification	Notes / Context
Mobile & in-store application access	**Required**	*Dashboards and reports accessible on mobile devices, and tools that feed data input into EDMS available from Zebra instore application*
SECURITY & ADMIN		
Role-based access control (RBAC)	**Required**	*Users see only the data and functions appropriate for their role*
Group/Row/Object level permissions/security	**Required**	*Permissions managed at custom levels*
Configuration management (without vendor involvement)	**Required**	*Administrators can configure users, roles, workflows, and settings independently*
User impersonation / view-as capability	**Nice to Have**	*Administrators can validate permissions by viewing as another user*
Inactive user auto-disablement (configurable threshold)	**Nice to Have**	*Security risk mitigation*

4. Vendor Response Requirements

Vendors must provide complete written responses to all sections below. Responses should be clear, specific, and reference actual product capabilities. Generic marketing materials should not be submitted in place of direct responses.

4.1 Company Overview

1. Provide a brief overview of your company, including years in business, company size, key markets served, and financial stability indicators.
2. Describe your experience serving both non-grocery and grocery organizations. Include customer names and use cases where permitted.
3. Provide a list of 3–5 customer references in the retail or grocery space that HFG may contact.

4.2 Solution Overview

1. Provide a high-level overview of your platform and how it aligns with HFG's EDMS requirements.
2. Describe your platform architecture (cloud, on-premise, hybrid). Include information on hosting, multi-tenancy, and data isolation.
3. Describe how your platform supports multi-banner, multi-region retail organizations.
4. Provide statistics on percentage of system downtime, including time of day.

4.3 Functional Capabilities

For each capability domain, describe your platform's current capabilities, identify any gaps, and note planned future enhancements.

Capability Domain	Current Capabilities	Gaps / Roadmap
Data Management & Governance		
Security & Administration (RBAC, SSO, MFA)		
Integrations & Connectivity		
Reporting & Analytics (Self-Service)		
Merchandising Intelligence		
Operations Intelligence		

Capability Domain	Current Capabilities	Gaps / Roadmap
Financial Intelligence		
Marketing & Loyalty Intelligence		
Loss Prevention Intelligence		
Workflow & Business Tools		
Forecasting & Optimization		
AI & Advanced Analytics		

4.4 Dashboard & Reporting Capabilities

1. Describe your dashboard creation capabilities. How are dashboards built — by vendors, by IT, or by business users? What customization is possible without vendor involvement?
2. Describe your self-service reporting capabilities. Can business users build their own reports? What tools are available?
3. Describe export capabilities (Excel, PDF, CSV), scheduled delivery, and email distribution of reports and dashboards.

4.5 Data Integration & Governance

1. Describe your integration framework. What methods are supported (REST API, flat file, SFTP, database connectors)? How is integration monitoring and error handling managed?
2. Describe your data governance capabilities — data quality monitoring, data lineage, audit history, data correction workflows.
3. How does your platform ensure HFG retains full ownership and portability of its data? Describe data export and migration capabilities.

4.6 Security & Administration

1. Describe your role-based security model. How are roles, groups, and permissions managed? Is user impersonation (view-as) supported?
2. Describe your SSO and MFA support. What identity providers are supported?
3. Describe audit logging and user activity monitoring capabilities.

4.7 AI & Future Capabilities

1. Describe any current AI or machine learning capabilities within your platform (natural language querying, anomaly detection, recommendations, predictive analytics).
2. Describe your product roadmap for AI and advanced analytics. What capabilities are planned and on what timeline?

4.8 Vendor Partnership & Support

1. Describe your standard support model — tiers, SLAs, escalation procedures, and hours of coverage.
2. Describe your implementation approach, including typical timelines, resource requirements, and methodology.
3. Describe your customer success and account management programs.
4. Describe your product roadmap process. How do customers participate in roadmap discussions? How frequently is the product updated?
5. Describe your disaster recovery capabilities, including RTO, RPO, and testing frequency.

4.9 Requirements & Nice-to-Haves

Vendors must complete the Functionality Requirements Response Workbook (Attachment A), included with this RFP. This workbook lists all platform capabilities identified by HFG and requires a structured response for each item.

For each capability, vendors must indicate:

1. Available Today - the capability is fully available in the current product release
2. Roadmap (with date) - the capability is planned; vendor must provide an expected delivery date
3. Ability to Build - confident the feature can be built, although it's not currently available or roadmapped
4. Available via Integration - he capability is delivered through a supported third-party integration; vendor must identify the integration partner and method
5. Not Available - the capability is not currently available and is not on the vendor's roadmap

Vendors should use the Notes column to provide any relevant context, limitations, workarounds, or clarifications.

4.10 Pricing Summary & Notes

Cost Category	Pricing Model	Estimated Cost
Platform / SaaS Licensing	Annual $	
Implementation Services	One-Time $	
Data Integration / Connector Fees	Annual $	
User Licensing (if applicable)	Per User / Annual $	
Training	One-Time $	
Ongoing Support	Annual $	
Additional Modules or Add-Ons	As Applicable	

*Note: Preferred method is implementation fee followed by a bundled annual price.

Vendors should provide a complete cost proposal covering all cost components, including any equipment required to be purchased. HFG expects pricing transparency with no hidden fees.

1. Describe your pricing model in detail. Are there user limits, data volume limits, or other constraints that affect cost?
2. Describe any additional costs that may arise during or after implementation that are not included above.
3. Are volume discounts, multi-year pricing, or contract flexibility options available?

5. Solution Demonstration Requirements

Vendors selected to proceed beyond the written response phase will be required to participate in structured solution demonstrations. Demonstrations must be conducted using actual product functionality, not slides or mockups.

Demonstration Expectations

- Demonstrations should focus on the business scenarios defined below using real product functionality.
- Generic marketing presentations should be minimized.
- Vendors should be prepared to demonstrate with representative sample data.
- Business stakeholders from multiple departments will participate in the evaluation.

6. Submission Instructions

Response Deadline

All RFP responses must be submitted no later than **Wednesday September 9th 2026 at 12:00 PM CST**.

Late submissions will not be considered.

Submission Format

- Written Responses should be submitted in PDF or Word format.
- All attachments should be clearly labeled with the vendor name and section number.
- Submissions should be emailed to abenson@houchens.com with the subject line: EDMS RFP Response – [Vendor Name].

Questions & Clarifications

- All questions regarding this RFP must be submitted in writing to Amanda Benson by **Friday August 14TH 2026 at 12:00 PM CST.**
- Responses to all questions will be distributed to all participating vendors.

RFP Timeline

Milestone	Target Date
RFP Issued	8/6/2026 – 8/7/2026
Vendor Questions Deadline	8/14/2026
Questions Answered / Distributed	8/19/2026
RFP Response Deadline	9/9/2026
Short-List Notification	TBD
Solution Demonstrations	TBD
Final Selection	TBD
Contract Execution Target	TBD

7. Evaluation & Selection Process

Evaluation Criteria

Criterion	Weight	What Is Evaluated
Functional Fit	20%	Ability to support dashboards, reports, workflows, and business tools across all departments, meet requirements outlined in document
Technical Fit	20%	Integration capabilities, architecture, security, scalability, data ownership
Data Management & Governance	15%	Data quality, lineage, audit history, correction workflows, historical retention
Reporting & Analytics	15%	Self-service, drill-down, scheduling, ad hoc analysis, export capabilities
User Experience	10%	Ease of use, self-service, mobile accessibility, adoption potential
Vendor Partnership	10%	Support SLAs, product roadmap, customer success, training, retail references
Total Cost of Ownership	5%	Licensing, implementation, integration, and ongoing costs
AI & Future Capabilities	5%	NLQ, AI insights, predictive analytics, AI product roadmap

Selection Process

Phase	Activity	Description
Phase 1	RFP Response Review	Written responses reviewed by evaluation team
Phase 2	Short-List Selection	2–4 vendors selected for demonstration
Phase 3	Solution Demonstrations	Structured demonstrations using business scenarios
Phase 4	Technical Review	Architecture, security, integration, and data governance deep-dive
Phase 5	Reference Checks	Customer references contacted and reviewed
Phase 6	Final Recommendation	Evaluation consolidated into a final vendor recommendation
Phase 7	Contract Negotiation	Contractual terms finalized

Guiding Principles

- Business value over feature count
- Simplicity over complexity
- Scalability over short-term convenience
- Data ownership over vendor dependency
- User adoption over technical novelty
- Long-term partnership over short-term cost savings

8. Terms & Conditions

Confidentiality

This RFP and all information contained within it is confidential and intended solely for the use of the receiving vendor. Vendors may not share, distribute, or reproduce this document without prior written consent from HFG.

Right to Reject

HFG reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal deemed most advantageous to HFG. HFG is not obligated to select the lowest-cost proposal.

No Commitment

Issuance of this RFP does not commit HFG to award a contract or to pay any costs incurred in the preparation of a response. All costs associated with preparing and submitting a response are the sole responsibility of the vendor.

Ownership of Responses

All responses submitted become the property of HFG and will not be returned. HFG reserves the right to use any ideas presented in any response, whether or not that proposal is selected.

Data Ownership Requirement

Any solution selected must ensure HFG retains full ownership of all operational, financial, customer, and reporting data. The selected vendor must support unrestricted data export and migration at any time. Vendor lock-in through proprietary data formats or access restrictions is not acceptable.

9. Attachments

Attachment	Document	Description
Attachment A	Functionality Requirements Response Workbook	Complete line-by-line vendor response to all platform capability requirements. Must be returned with RFP response.
Attachment B	HFG Internal Process Mapping	Documents HFG's current-state operational processes across all functional areas. Provided for vendor context to inform solution design and implementation approach. Vendors should reference this document when describing implementation methodology and integration strategy.

VENDOR QUESTIONS & HFG RESPONSES

Enterprise Data Management System (EDMS)

Issuing Organization:	HFG (Houchens Food Group)
Document Title:	EDMS RFP – Vendor Questions & HFG Responses (Anonymized)
Related RFP:	Enterprise Data Management System (EDMS) RFP
Issue Date:	8/20/26
Primary Contact:	Amanda Benson
Contact Email:	abenson@houchens.com
Classification:	Confidential – Do Not Distribute

1. Purpose of This Document

During the RFP question-and-answer period, HFG received written questions from multiple prospective vendors regarding the Enterprise Data Management System (EDMS) RFP. In the interest of fairness and transparency, this document consolidates all submitted questions along with HFG's official responses and distributes them to every participating vendor.

Questions are presented anonymously and organized by topic rather than by submitting vendor, so that no vendor's identity or line of inquiry is attributed to them. Questions appear exactly as submitted, grouped with related questions on the same subject for readability; their wording has not been altered.

This document does not amend or supersede the RFP. In the event of any conflict between this Q&A and the RFP itself, the RFP governs unless a formal RFP amendment is issued.

2. Program Vision, Business Drivers & Success Measures

Q#	Submitted Question	HFG Response
1	What is the primary business driver behind the EDMS initiative?	Primary drivers are data fragmentation across HFG's 12 POS systems, the lack of a single trusted book of record, and heavy reliance on manual/spreadsheet-driven processes. Compliance and accounting friction (e.g., food safety/FSMA traceability and manual reconciliation) are also contributing factors, alongside the need for a real enterprise perpetual inventory capability, which does not exist today.

Q#	Submitted Question	HFG Response
2	What are the most important business and finance outcomes driving this change? (Faster close, improved cash visibility, AP automation, spend visibility, vendor performance, etc.)	Data accessibility for operational decision making is our most important business outcome.
3	What measurable business and technical outcomes will HFG use to determine whether the EDMS implementation is successful?	Success will be measured against the initiative's strategic pillars — improved margin visibility, unified reporting adoption across banners, reduced manual/spreadsheet effort, and inventory accuracy. Formal KPIs and targets will be defined with the selected vendor during implementation planning.
4	For example, are there target improvements related to inventory accuracy, out-of-stock visibility, reporting timeliness, accounting reconciliation, manual effort, promotional effectiveness, or data quality? Are current-state baseline measurements available?	Formal baselines are limited today given the current manual, spreadsheet-driven state — this is part of what EDMS is intended to establish. Baselining will occur during early implementation.

3. Scope of Work, Prioritization & Solution Approach

Q#	Submitted Question	HFG Response
1	Is the target state a centralized enterprise data platform, a reporting layer, or both?	Both — EDMS is intended to be a centralized data platform and the reporting/dashboard layer built on top of it, plus workflow tools (ordering, inventory, store operations) and a roadmap toward AI capabilities.
2	The RFP describes an enterprise wide platform across grocery, convenience, hardware, and quick-serve formats. Are the franchise operated formats included?	The initiative's initial and primary focus is tools and centralization for our company-operated grocery banner operations. For franchise-operated formats, the goal is to combine and centralize their data at the reporting layer.
3	You describe a need for a single platform that centralizes data and delivers such capabilites as inventory management, forecasting and AI capabilites. Solutions that can deliver functional / operational intelligence such as inventory management, forecasting, pricing and promotions planning and optimization require foundational data to create plans and recommendations but are separate solutions with different capabilities than a data repository or MDM system. Are you looking for both, or just a data repository / data management solution at this time?	Both. HFG is seeking a platform that combines a centralized data foundation with the operational/functional capabilities themselves (inventory management, ordering, promotion planning, etc.) rather than a data repository or MDM system alone — see the Required items in the Scope of Work.

Q#	Submitted Question	HFG Response
4	Your RFP indicates business value over feature count is most important. In your feature / capability scope of work, you indicate capabilities like inventory management, order management, promotion planning are required, but master data management (MDM) is a nice to have. Do you see this as a project with multiple phases, where initial phases can deliver value to fund future phases or do you see this as one single project without any phasing?	Yes, HFG anticipates this as a multi-phase effort. Foundational, high-value capabilities are prioritized as Required, while MDM and other Nice-to-Have items are expected to layer in during later phases as the platform matures.
5	Based on your response above, are functional improvements the priority with data management developing as functional improvements are deilvered or is consolidating data your priimary initial goal and delivering additional operational capabilities would follow?	Data consolidation (a single book of record) is the necessary foundation, but functional capabilities — inventory, ordering, reporting — are expected to be delivered early and concurrently rather than strictly after full data consolidation is complete.
6	Is HFG open to evaluating a multi-vendor or partner-led solution in which one prime vendor remains accountable for the end-to-end solution, or is the intent to select a single vendor and product to satisfy all requirements?	HFG is open to either approach. As noted in the RFP, EDMS is expected to be a combination of inherent platform capabilities and supported integrations rather than a single monolithic build — HFG is not requiring one vendor to natively build every capability, but does expect a clear, accountable primary point of ownership for the overall solution.
7	For capabilities delivered through a supported third-party integration, would HFG expect to contract only with the prime vendor, or could there be separate agreements with individual solution providers?	Contracting approach will depend on the specific integration and how central it is to core functionality; this will be worked out during negotiation. In general, HFG would prefer a primary contract with the core platform vendor, with that vendor responsible for coordinating supported third-party integrations where practical.
8	Among the capabilities classified as "Required," what are the top three business problems or outcomes HFG would like to address first?	Based on current priorities, these are the top 3 of equal importance: (1) a single POS-agnostic book of record consolidating all 12 POS systems, (2) enterprise perpetual inventory management, and (3) elimination of manual/spreadsheet-driven reporting through self-service dashboards.
9	Once the highest-priority need has been addressed, which capabilities or outcomes would HFG prioritize second and third? Is HFG envisioning a phased implementation, and if so, what capabilities should be included in the initial phase?	Yes, HFG anticipates a phased implementation. After the core data consolidation and inventory foundation, next priorities would likely include EDI invoice ingestion, store operations tools, and promotion planning/forecasting, with Nice-to-Have items (MDM, NLQ/AI, vendor portal) following in later phases.

Q#	Submitted Question	HFG Response
10	Additionally, are any of the “Required” capabilities absolute pass/fail criteria, or could certain requirements be delivered in a later phase, through an integration, or under a committed product roadmap?	Most Required items reflect near-term business needs rather than absolute pass/fail gates. HFG is open to items being delivered via a later phase, a supported integration, or a committed and dated roadmap item, provided the vendor can speak clearly to timing and approach. The foundational exceptions are POS-agnostic data consolidation and perpetual inventory, which are central to the initiative.
11	Several of the functional requirements outlined are standalone solutions while others are interdependent on other areas. Can you outline the business priority across these solution areas?	Core priority areas are POS-agnostic data consolidation, perpetual inventory, computer-generated ordering, and self-service reporting/dashboards — these are treated as foundational, with other capability domains (promotion planning, MDM, AI/NLQ, vendor portal) building on top of them.
12	Attachment B outlines both current-state and future-state process flows for several solution areas. How much influence is the solution provider expected to have on shaping that future state? Is it a fixed target, or open to solution provider recommendation?	Attachment B represents HFG's current-state process documentation, provided for vendor context. HFG is open to vendor recommendations in shaping the future state rather than treating it as a fixed target.
13	Given the breadth of scope, does HFG anticipate a single go-live or phased delivery by capability?	Given the breadth of scope, a phased delivery by capability area is anticipated rather than a single big-bang go-live. The exact sequencing is open to vendor recommendation.

4. Current Environment, POS & Systems Integration

Q#	Submitted Question	HFG Response
1	Can you send us your current system architecture and include details around which solutions are integrated? Please indicate which systems are currently up for replacement.	EDMS is not intended to replace core transaction systems (POS, ERP/financials); it is an integration and intelligence layer that ingests and normalizes data from those systems. A full architecture diagram and list of current systems (including any slated for replacement) will be shared with short-listed vendors under NDA during the technical review phase.
2	Are there any mandatory integration standards? (example: EDI)	EDI is required for vendor invoice ingestion, and a REST API framework plus flat-file (CSV, Excel, fixed-width, XML) support are required for source systems lacking APIs. Beyond that, HFG is not mandating a single proprietary

Q#	Submitted Question	HFG Response
		standard — open architecture is preferred so the platform can adapt over time.
3	Are all 12 POS systems currently sending data to a central location, or does the EDMS need to establish collection at each source?	No — today all 12 POS systems do not feed a central location. This fragmentation is the core problem EDMS is intended to solve, so the platform will need to establish ingestion from each source.
4	Could HFG clarify the intended business use case and scope for the “Multi-Format POS data ingestion” requirement? RFP line item: “Multi-format POS data ingestion (12 POS systems, varied formats)” — Required. “Core platform must normalize and unify transaction data from all POS sources.”	The intent is broader than reporting alone. The normalized, unified transaction data is expected to be the foundation for perpetual inventory, accounting reconciliation, loss prevention, store operations, promotion analysis, forecasting, and downstream system feeds — not just a reporting data set.
5	Could you walk us through the business use case behind this requirement? What decision, report, or process is currently blocked or limited by not having unified data across your 12 POS systems today?	Today, decisions such as accurate item-level gross profit, timely promotional effectiveness measurement, and enterprise-wide inventory visibility are all delayed or limited because data must be manually consolidated across disconnected POS systems.
6	Is the primary objective to consolidate POS transaction data for reporting and analytics, or is the normalized data also expected to support perpetual inventory, accounting reconciliation, loss prevention, store operations, promotion analysis, forecasting, and downstream system feeds?	Both. Consolidating POS data for reporting/analytics is necessary but not sufficient — the normalized data must also support perpetual inventory, accounting reconciliation, loss prevention, store operations, promotion analysis, forecasting, and downstream feeds.
7	Which POS platforms and versions are currently in use?	Specific POS platforms, versions, and technical documentation will be provided to short-listed vendors under NDA during the technical discovery/demonstration phase rather than in the open RFP.
8	What specific data domains are required, such as item sales, tenders, returns, voids, discounts, taxes, loyalty activity, cash-office activity, and inventory-related transactions?	Yes — item sales, tenders, returns, voids, discounts, taxes, loyalty activity, cash-office activity, and inventory-related transactions are all expected data domains.
9	What file formats, APIs, database connections, or other integration methods are available from each POS system?	Integration methods vary by POS platform, and will include a variety of mandatory integration standards (API, CSV, XML, etc.). Detailed interface documentation will be shared with short-listed vendors during technical discovery.

Q#	Submitted Question	HFG Response
10	Can HFG provide representative data samples, file layouts, or interface documentation?	Yes, representative data samples and file layouts can be made available to short-listed vendors under NDA.
11	What are the expected transaction volumes, ingestion frequency, and latency requirements?	Expected volumes, ingestion frequency, and latency requirements will be provided during technical discovery; near-real-time/intraday ingestion is preferred to support perpetual inventory use cases.
12	How much historical POS data must be loaded during implementation?	Where available, the required historical retention window of two years of queryable data should be loaded during implementation, with additional history considered where feasible.
13	Does HFG expect the selected vendor to build and maintain all connectors, mappings, normalization rules, monitoring, and error-recovery processes?	Yes, HFG expects the selected vendor to build and maintain the core connectors, mappings, normalization rules, monitoring, and error-recovery processes, in partnership with HFG IT. HFG also expects the platform to support adding new data sources independently going forward, without requiring vendor involvement for every addition.
14	Is this expected to be one-way ingestion, or will any data need to be written back to the POS systems?	Primarily one-way ingestion from POS. The exception is Master Data Management: Should EDMS become the master book of record for item data and feed/export item maintenance data back to the POS host systems.
15	Attachment B describes child items appearing as a purchase from the parent, with quantities determined by scale data at packaging. Should vendors assume scale integration is in scope, or that scale data arrives through an existing feed?	Yes, scale integration should be assumed in scope to support product transformation tracking (yield, finished product output, and waste) for fresh/production departments.

5. Data Management, Governance & Reporting

Q#	Submitted Question	HFG Response
1	What are the data retention and audit requirements for your system of record?	Two years of queryable history plus seven years of backup retention for audit purposes, with full change logging (user, timestamp, reason) on any manually entered or modified data.

Q#	Submitted Question	HFG Response
2	What BI or reporting tools does HFG use today, and should the EDMS replace those tools or feed them?	Current reporting is largely manual and spreadsheet-driven rather than centralized in a single BI tool. Where existing analytics tools are in use, EDMS is generally expected to ingest and surface that data (per the Executive Overview's integration-first approach) rather than duplicate existing best-in-class capabilities; specifics will be confirmed during discovery.
3	The mapping distinguishes parent-level shrink as production efficiency from child-level shrink as theft or overproduction. Should this distinction be reflected in standard reporting, or is it an analysis HFG performs separately?	Yes, this distinction should be reflected in standard reporting, consistent with the RFP's requirement for proactive, exception-based loss prevention visibility rather than after-the-fact manual analysis.
4	In addition to the listed examples—daily sales, sales tax, customer count, receipt lookup, tender type, and average basket size—what other information or methods do you use to review and track loss prevention?	Beyond the listed examples, HFG's loss prevention approach today is largely reactive (investigations after the fact, delayed reporting, limited exception visibility) rather than built on proactive exception-based monitoring — closing that gap is a core objective of this initiative. Case/investigation tracking is listed as a Nice-to-Have capability.

6. Multi-Banner Business Operations & Process Standardization

Q#	Submitted Question	HFG Response
1	Are distribution centers unique to each banner, or are there distribution centers that serve stores across multiple banners?	Distribution centers can serve across banners. Structure relative to banners will be detailed during technical discovery; in general HFG's banners are not fully siloed from an operations standpoint, so vendors should design for the possibility of shared or cross-banner distribution.
2	Are there any situations where store-to-store transfers are required between different banners?	Yes — the platform should support the full transfer workflow (Required in the RFP) across banners, not assume transfers are limited to a single banner.
3	Are promotions run across all or multiple banners, or are promotions unique to each banner?	Promotion planning needs may include both banner-specific and multi-banner promotions; the Ad Builder/TPR Builder capability should be flexible enough to support both.
4	The transfers mapping states that pending transfers should resolve before weekly close. Is a weekly close	This may vary by process rather than being uniform across all inventory functions; HFG

Q#	Submitted Question	HFG Response
	cadence expected across all inventory functions, or does it vary by process?	will confirm specific closing cadences by workflow during implementation planning.
5	To minimize manual errors and adjustments, is HFG prepared to standardize on defined, scoped operational processes as part of the program — and does HFG anticipate the associated change management and training effort being in scope for the vendor?	Yes, HFG is prepared to standardize on defined operational processes as part of this program, and expects change management and training to be a shared responsibility, with specific scope and division of labor defined contractually with the selected vendor.

7. Implementation Scope, Timeline & Resources

Q#	Submitted Question	HFG Response
1	Is the initial implementation expected to include all banners, all locations, and all 12 POS systems, or would HFG prefer to begin with a specific banner, store group, POS platform, or capability area?	Not yet finalized. The RFP does not require a simultaneous rollout across all banners, locations, and POS systems — HFG is open to a phased or pilot-based approach and welcomes vendor recommendations on sequencing.
2	Are there any business units or capabilities that are explicitly out of scope for the initial implementation?	No business units or capabilities have been formally excluded at this stage. That said, the initial focus of the initiative is centralizing *grocery* operations; hardware and QSR formats may follow in later phases.
3	What is the total user population that will need access to the new system?	Not yet finalized. The user population will span store-level associates (via mobile/in-store tools) as well as corporate users across IT, Merchandising, Operations, Accounting, Marketing, Loss Prevention, and Executive teams. Exact counts will be scoped with the selected vendor.
4	When is your anticipated go-live for this solution?	TBD. As noted in the RFP timeline, specific dates have not yet been finalized. HFG will begin establishing target dates as we approach vendor selection.
5	What target dates does HFG have in mind for contract execution, implementation kickoff, pilot deployment, and production go-live?	TBD. As noted in the RFP timeline, specific dates have not yet been finalized. HFG will begin establishing target dates as we approach vendor selection.
6	Is there a specific business event or operational deadline driving the implementation schedule? What internal HFG resources and subject-matter experts are	No single fixed external deadline has been published. Expected participants include cross-functional stakeholders from IT,

Q#	Submitted Question	HFG Response
	expected to participate in data mapping, integration, testing, training, and change management?	Merchandising, Operations, Accounting, Marketing, and Loss Prevention for data mapping, integration, testing, training, and change management.
7	What overall program duration does HFG anticipate from award to full go-live, and are there fixed milestones or business dates the schedule must accommodate?	Not yet finalized — per the RFP timeline, program duration and milestones will be established after vendor selection based on the chosen solution's implementation approach.

8. Platform Ownership & Post-Implementation Administration

Q#	Submitted Question	HFG Response
1	What level of configuration does HFG expect to perform independently post-implementation?	Per the RFP's Security & Admin requirements, HFG expects to independently manage users, roles, workflows, configuration, and the ability to add & modify data sources without requiring vendor involvement for routine changes.
2	Does HFG have an internal team that would take ownership of platform administration, and would that team be resourced at implementation or grown over time?	Yes, HFG's IT organization is expected to own platform administration. Whether that team is resourced at implementation or grows over time will be determined during implementation planning.

9. Evaluation, Decision Process & Demonstrations

Q#	Submitted Question	HFG Response
1	Could HFG provide additional detail regarding the decision-making and approval process, including the primary business and technical stakeholder groups?	Per RFP Section 7, an internal evaluation team reviews written responses, selects a short list for demonstrations, conducts a technical review and reference checks, and consolidates findings into a final recommendation before contract negotiation. Both business and technical stakeholders are represented on this team.
2	Will the groupings of "Available Today," "Roadmap," "Able to Build," and "Via Integration" be scored as equally compliant responses, or is there a scoring hierarchy that favors one groups of functionality over the others?	Available Today responses will be weighted most favorably in evaluation. Roadmap and Ability to Build responses remain viable when accompanied by a clear, credible delivery date, and Available via Integration is

Q#	Submitted Question	HFG Response
		acceptable where the integration is proven and supportable. A precise numeric scoring hierarchy has not been published.
3	How much time will be allocated per demonstration, and will HFG provide the business scenarios in advance so vendors can prepare against them specifically?	Specific demo duration and logistics will be determined with the short-listed vendors. As noted in Section 5 of the RFP, HFG intends to provide business scenarios in advance so vendors can prepare against them directly.
4	Will a formal gap analysis be a requirement of the evaluation process?	Effectively yes, though HFG has already done much of this work internally — the requirements are defined, and the integration points are mapped. The Attachment A Functionality Requirements Response Workbook and the Section 4.3 capability-domain responses (current capabilities vs. gaps/roadmap) serve as the structured gap analysis, capturing where each vendor's platform fits against what HFG has already scoped.
5	Will HFG provide specific business scenarios and representative sample data for the solution demonstrations?	Yes — per Section 5, HFG will provide specific business scenarios (and expects vendors to use representative sample data) for solution demonstrations.
6	Is a proof of concept or pilot expected before final selection, and, if so, what technical and business acceptance criteria would be used?	Not required of every vendor, but a proof of concept or pilot may be deemed favorable & requested of finalist(s) depending on the evaluation team's needs after the demonstration phase.

10. Commercial, Contracting & Pricing

Q#	Submitted Question	HFG Response
1	Has HFG established an investment range or target total cost of ownership that vendors should design toward? Are there procurement, legal, insurance, or contracting requirements that should be considered before the final selection stage?	A specific investment range has not been published in the RFP; pricing will be evaluated through the Section 4.10 Pricing Summary responses and standard HFG procurement/legal review.
2	Does HFG have a target budget range or expected investment level for this initiative?	A specific budget range has not been published in the RFP. Vendors should provide complete, transparent pricing per Section 4.10, which HFG will evaluate against total cost of ownership as part of the scoring criteria.

Q#	Submitted Question	HFG Response
3	What contract term is HFG anticipating, and are multi-year commitments preferred?	Contract term has not been predetermined. Per Section 4.10, vendors should describe available multi-year pricing and contract flexibility options, and HFG will weigh these along with overall value and long-term partnership fit.

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

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.

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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