MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is made and entered into by and between:

1. **Clarify Me Technologies LLC**, an Australian corporation with a principal place of business at Canberra, ACT, hereinafter referred to as the "Company"; and

2. **Client Name** an individual or entity with a principal place of business at [Client Address], hereinafter referred to as the "Client."

This Agreement is effective as of the later of the dates beneath the parties' signatures below (the **"Effective Date"**).

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1. **Definitions**

   1.1. **"Affiliate"-** Any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity.

   1.2. **"Malicious Code"-** Viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

   1.3. **"Data Protection Laws"-** All applicable legislation relating to data protection and privacy, including the Australian Privacy Act 1988 and any relevant Australian Privacy Principles, as amended, consolidated, or replaced from time to time.

   1.4. **Best Industry Practice -** "Best Industry Practice" means the highest degree of professionalism, skill, diligence, prudence, and foresight which would reasonably be expected from an internationally recognized, market-leading company engaged in the same type of activity under similar circumstances.

   1.5. **Data Controller and Data Processor**- "Data Controller" means the entity that determines the purposes and means of processing personal data. "Data Processor" means the entity that processes personal data on behalf of the Data Controller.

   1.6. **"Subscription Services"** – The services, including software access, API, support, and AI-related functionalities, as detailed in **Exhibit A**.

   1.7. **"AI Solution"** – The Company's proprietary AI software, algorithms, data models, and platforms are provided to the Client as part of the Subscription Services.

1.8. **"Client Data"** – Any data or content supplied by the Client for processing by the AI Solution, including but not limited to personal data, business data, or other proprietary information.

1.9. **"Confidential Information"** – Information disclosed by one party to the other under this Agreement that is confidential or proprietary, including but not limited to technical, business, financial, and data security information.

2. Scope of Services

2.1. Service Provision

The Company will grant the Client access to the Subscription Services per the terms outlined in this Agreement and **Exhibit A**. This includes data processing, predictive analytics, AI model outputs, API access, and any customization options as mutually agreed upon by both parties. Services will be provided solely for the Client's internal business operations.

2.2. Upgrades and Modifications

The Company may, at its discretion, make updates or improvements to the AI Solution, provided such changes do not materially reduce its functionality. The Company will notify the Client of any significant updates and provide documentation on any notable changes to the AI model's functionality or performance.

2.3. Client Responsibilities

2.3.1. The Client is responsible for providing accurate, lawful, and complete data, ensuring that all Client Data complies with applicable Australian regulations, including but not limited to the Australian Privacy Act 1988. The Client will also maintain compliance with data protection laws when interacting with the AI Solution.

2.3.2. The Client, as the Data Controller, shall ensure that all Client Data provided complies with applicable Australian data protection laws and that the Client retains sole responsibility for data accuracy, integrity, legality, and quality.

2.4. Company's Responsibilities

The Company agrees to act as a Data Processor and will process Client Data solely per Client instructions and applicable Australian data protection laws, including maintaining confidentiality, integrity, and security of the data.

3. **Subscription Fees and Payment Terms**

3.1. **Fees**

The Client shall pay fees according to the rates and payment terms detailed in **Exhibit B**. Fees are subject to an annual increase of up to [Percentage]% at the Company's discretion, with 60 days' prior written notice to the Client.

3.2. **Billing and Payment**

Payment will be due on the first day of each billing cycle, and payments must be made via Stripe. Late payments may incur an interest fee in accordance with the terms set forth in the Australian Consumer Law.

3.3. **Taxes**

All amounts payable by the Client are exclusive of GST and any other applicable taxes, which the Client agrees to pay in compliance with Australian tax regulations.

3.4. **Non-cancellable and Non-refundable Fees**

Fees are based on services purchased and are non-refundable. The Client acknowledges that product quantities or seats cannot be decreased during the subscription term.

4. **Intellectual Property Rights**

4.1. **Ownership of AI Solution**

4.1.1. The Company exclusively owns all rights, titles, and interests, including but not limited to all intellectual property rights (IPRs), in and to the AI Solution, including the underlying algorithms, software code, data models, user interfaces, and all modifications, improvements, enhancements, and derivative works created by or for the Company in the course of developing or improving the AI Solution.

4.1.2. In addition, the Company retains exclusive ownership of any customizations, configurations, or unique features developed for or within the AI Solution, including but not limited to algorithms,

processing methods, and any adaptations made using External APIs. These adaptations are proprietary and considered part of the Company's intellectual property.

4.1.3. This ownership extends to all forms of intellectual property protection, including patents, copyrights, trademarks, trade secrets, database rights, and moral rights, whether registered or unregistered, in accordance with the laws of Australia and applicable international treaties.

4.1.4. Any developments, modifications, or customizations made to the AI Solution or Subscription Services as part of providing services to the Client are the sole property of the Company unless explicitly transferred in writing.

4.1.5. The Company's proprietary AI solution, including the generated content, summaries, templates, and booking systems is protected under copyright laws. The Client acknowledges that they have no rights to reproduce, distribute, or create derivative works based on the AI solution's output or the underlying design

4.2. License

During the term of this Agreement, the Client is granted a non-exclusive, non-transferable, limited license to use the Subscription Services solely for their internal business purposes, consistent with the terms herein. Upon termination, this license is automatically revoked. This license does not grant the Client any rights to the underlying software code, data models, or algorithms that power the AI Solution.

4.3. Restrictions on Use

4.3.1. The Client agrees not to, and shall not permit any third party to:

4.3.1.1. Decompile, reverse-engineer, disassemble, or otherwise attempt to derive the source code, algorithms, or structure of the AI Solution;

4.3.1.2. Modify, copy, or create derivative works based on the AI Solution or any part of it;

4.3.1.3. Resell, sublicense, distribute, or otherwise use the AI Solution for commercial benefit outside the scope of this Agreement;

4.3.1.4. Remove, alter, or obscure any proprietary notices, labels, or trademarks on the AI Solution.

4.3.2. Any unauthorized use or access of the AI Solution by the Client or its users shall constitute a material breach of this Agreement.

4.4. Client Data and Intellectual Property

4.4.1. The Client retains all rights, title, and interest in and to any Client Data supplied to the Company. The Company shall act solely as a data processor with respect to the Client Data, processing such data solely to provide the Subscription Services.

4.4.2. The Company has no ownership or IPR's in the Client Data, and the Client grants the Company a limited license to use, process, and store the Client Data solely as necessary to perform its obligations under this Agreement.

4.5. Any suggestions, recommendations, or other feedback provided by the Client related to improvements or modifications to the AI Solution shall be the exclusive property of the Company. The Client agrees that any contributions made in this regard are voluntary, and non-confidential, and will not entitle the Client to any additional rights or compensation.

4.6. The Company may, at its sole discretion, incorporate such feedback into its products and services without any obligation to the Client.

5. Third-Party Applications and Integrations

5.1. The Company is not responsible for third-party applications integrated by the Client, including data breaches or processing issues resulting from these integrations. The Client acknowledges that any data exchange between the Client and third-party applications is solely the Client's responsibility.

5.2. The Client shall be solely responsible for contractual arrangements with third-party providers to ensure appropriate protections for Client Data when integrated with the Company's services**.**

6. Data Ownership and Processing

6.1. Ownership of Client Data

The Client retains full ownership of all data provided to the AI Solution. The Company processes this data solely as a data processor, in compliance with Australian privacy laws, and for the exclusive purpose of providing the Subscription Services. Upon termination, all Client Data will be securely deleted within [X] days unless required by Australian law to retain it longer

6.2. Data Processing and Compliance

The Company commits to processing Client Data only to provide the Subscription Services and strictly in accordance with Australian law, including the Privacy Act 1988 (Cth) and any applicable Australian Privacy Principles.

6.3. Data Retention and Deletion

Upon termination, all Client Data will be securely deleted within [X] days, unless retention is required by Australian law. The Company will notify the Client of such retention.

6.4. Data Processor Obligations

The Company shall comply with all applicable Australian data protection laws, including the Privacy Act 1988 and the Australian Privacy Principles, when processing Client Data. This includes implementing appropriate safeguards to protect Client Data against unauthorized access, modification, or disclosure.

6.5. Data Controller Responsibilities

The Client acts as the Data Controller and is solely responsible for the accuracy, legality, and reliability of all data submitted to the AI Solution.

6.6. Protection of Client Data

The Company will implement organizational, administrative, physical, and technical safeguards to protect Client Data against unauthorized access, alteration, disclosure, or destruction.

7. Confidentiality

7.1.

For the purposes of this Agreement, "Confidential Information" includes any and all non-public information, proprietary data, and materials disclosed by one party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**), whether orally, in writing, electronically, or otherwise, that is identified as confidential or would reasonably be considered confidential given the nature of the information and circumstances of disclosure.

7.2. Confidential Information includes, but is not limited to, trade secrets, technical data, source code, algorithms, data models, business strategies, product roadmaps, pricing, marketing plans, financial information, and all documents, reports, analyses, and materials generated from such information.

7.3. **Obligations of Confidentiality**

   7.3.1. The Receiving Party agrees to:

      7.3.1.1. Trade secrets, including but not limited to algorithms, customized templates, and proprietary configurations that contribute to the AI Solution's competitive advantage, shall remain confidential. The Client agrees to maintain these trade secrets in strict confidence and to use them solely for authorized purposes under this Agreement.

      7.3.1.2. Use the Confidential Information solely for the purposes of performing its obligations under this Agreement;

      7.3.1.3. Take reasonable precautions, at least equivalent to those taken to protect its own confidential information, to prevent unauthorized disclosure, reproduction, or use of the Confidential Information;

      7.3.1.4. Limit access to Confidential Information to those employees, agents, or subcontractors who need such access to fulfill the obligations under this Agreement, ensuring such individuals are bound by similar confidentiality obligations.

   7.3.2. The Receiving Party shall immediately notify the Disclosing Party in writing if it becomes aware of any unauthorized use or disclosure of Confidential Information.

7.4. **Exclusions from Confidentiality:** Confidential Information does not include information that:

   7.4.1. Is or becomes publicly available through no act or omission of the Receiving Party;

   7.4.2. Was in the Receiving Party's lawful possession prior to disclosure and without restriction on disclosure;

   7.4.3. Is independently developed by the Receiving Party without the use of or reference to the Disclosing Party's Confidential Information;

7.4.4. Is disclosed to the Receiving Party by a third party who has the lawful right to make such disclosure without breach of any confidentiality obligation.

7.5. **Compelled Disclosure**

If the Receiving Party is compelled by law, regulatory authority, or court order to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice, if legally permitted, to allow the Disclosing Party the opportunity to seek a protective order or other remedy. The Receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed and shall make all reasonable efforts to preserve the confidentiality of the remaining Confidential Information.

7.6. **Return or Destruction of Confidential Information**

7.6.1. Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information, including any copies thereof, and shall certify in writing that all Confidential Information has been returned or destroyed.

7.6.2. The Receiving Party may retain copies of the Confidential Information as required by law or regulatory obligations, provided such copies remain subject to confidentiality obligations as set forth in this Agreement.

7.7. **Duration of Confidentiality Obligations**

7.7.1. The obligations under this Confidentiality Clause shall continue for a period of five (5) years from the date of termination or expiration of this Agreement, or for as long as the information remains confidential, whichever is longer.

7.7.2. Notwithstanding the above, trade secrets and other highly sensitive information shall remain confidential indefinitely or as permitted by applicable law.

7.8. **Equitable Relief**

7.8.1. The parties acknowledge that any breach of confidentiality obligations may result in irreparable harm to the Disclosing Party, for which monetary damages alone may not be an adequate remedy. In the event

of any breach or threatened breach of this Confidentiality Clause, the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available under law.

8. **Service Provision and Responsibilities**

   8.1. **Maintenance and Uptime:** The Company will ensure an uptime of [X]% per month, excluding scheduled maintenance. Scheduled maintenance will be communicated at least [X] hours in advance.

   8.2. **Future Features:** The Client acknowledges that the subscription is not contingent on the delivery of any future functionality or features, nor dependent on any oral or written public comments made by the Company regarding future functionality or features.

9. **Security Measures**

   9.1. **Data Security**

   The Company shall employ reasonable industry-standard security practices, including encryption, access control, and periodic audits, to protect Client Data.

   9.2. **Data Breach Notification**

   In case of any unauthorized access, the Company will notify the Client within 72 hours, detailing the nature and extent of the breach and measures taken to mitigate harm.

10. **Service Level Agreement (SLA)**

    10.1. **Availability**

    The Company commits to an uptime of at least [X]% per month, excluding scheduled maintenance. The Client will receive prior notice of scheduled downtime.

    10.2. **Support and Response Times**

    The Company will provide email and phone support during Monday - Friday and respond to critical issues within 24/7 hours, as specified in **Exhibit C**.

    10.3. **Performance Remedies**

    If the Company fails to meet uptime commitments, the Client is entitled to service credits as defined in **Exhibit D**.

11. Term and Termination

11.1. Term

This Agreement shall commence on the Effective Date and continue for a period of [Term Length]. Either party may terminate for convenience with [Notice Period] days' written notice.

11.2. Termination for Cause

Either party may terminate if the other party materially breaches the Agreement and fails to rectify the breach within 30 days of receiving notice.

11.3. Consequences of Termination

Upon termination, the Client shall cease all use of the AI Solution. The Company shall delete all Client Data within 30 days unless retention is required by Australian law.

12. Indemnification and Liability Limitation

12.1. **Indemnification for Data Protection Breach:** The Company will defend and indemnify the Client against any claims resulting from the Company's breach of Data Protection Laws.

12.2. **Indemnification for IP Infringement:** The Company shall also indemnify the Client against claims of IP infringement by third parties related to the authorized use of the AI Solution.

12.3. **Liability Cap:** The total liability for either party under this Agreement shall not exceed the total fees paid by the Client in the twelve (12) months preceding the incident, capped at [Amount].

13. Customer Data Rights

13.1. Right to Access

The Client has the right to request access to all Client Data processed by the AI Solution. The Company will provide access within [30 days] of receiving a written request from the Client.

13.2. Right to Correct

The Client may request corrections to inaccurate or incomplete Client Data. Upon receiving a written correction request, the Company will amend the relevant data within [30 days].

13.3. Right to Delete

The Client has the right to request the deletion of Client Data held by the Company upon termination of services or for other valid reasons, as permitted under Australian law. Data will be securely deleted within [30 days] of the request, except for data required to be retained by law.

13.4. Data Portability

Upon request, the Company will provide the Client's data in a structured, commonly used format suitable for transfer to another service provider. This data transfer will be completed within [30 days] of the request.

14. Governing Law and Jurisdiction

14.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia, without reference to any conflict of law principles.

14.2. Jurisdiction

The parties agree to submit any disputes arising under this Agreement to the exclusive jurisdiction of the courts of [State/Territory], Australia.

15. Force Majeure

Neither party shall be liable for delays or failure to perform under this Agreement caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, government action, epidemic or pandemic, labor strikes, telecommunications failures, power outages, or other similar events **("Force Majeure Events").**

15.1. If a Force Majeure Event occurs, the affected party shall:

15.1.1. Promptly notify the other party in writing, specifying the nature and expected duration of the Force Majeure Event.

15.1.2. Suspend its obligations under this Agreement until the Force Majeure Event ceases to exist.

15.2.   Mitigation Efforts

The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its obligations.

15.3.   Extended Force Majeure

If the Force Majeure Event continues for more than [60 days], either party may terminate this Agreement by giving written notice to the other party.

16.   Amendments

16.1.   Modification Process

Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

17.   Miscellaneous

17.1.   Scope of Agreement

This Agreement constitutes the complete understanding between the parties, superseding any previous agreements, proposals, or representations. Attachments are incorporated as part of this Agreement.

17.2.   Entire Agreement

This Agreement, including all exhibits, addenda, and Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Nothing in this Entire Agreement section shall limit or exclude any liability for fraud or fraudulent misrepresentation. Without limiting the foregoing, this Agreement supersedes the terms of any online Master Subscription Agreement electronically accepted by the Client. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

In the event of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, addendum, or Order Form, the terms of such exhibit, addendum, or Order Form shall prevail. Notwithstanding any language to the contrary in a Client purchase order or any other Client order

documentation (excluding Order Forms), no terms or conditions stated in such documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be considered null and void.

17.3.   Assignment

Neither party may assign, transfer, or sublicense its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except that the Company may assign this Agreement without Client's consent to an affiliate or as part of a corporate restructuring, sale of assets, or merger. Any attempt to assign or transfer this Agreement in violation of this provision shall be null and void.

17.4.   Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to negotiate in good faith to amend such provision to make it valid, legal, and enforceable while preserving the original intent as closely as possible.

17.5.   Relationship of the Parties

The parties are independent contractors, and nothing in this Agreement shall create any joint venture, partnership, agency, or employment relationship between them. Neither party has the authority to make or accept any offers or representations on behalf of the other.

17.6.   No Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision. Waivers are only effective if in writing and signed by the waiving party. A waiver of any provision on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

17.7.   Survival

All provisions of this Agreement that by their nature should survive termination, including but not limited to payment obligations, confidentiality, intellectual property rights, data protection obligations, indemnification, and limitation of liability, shall survive any expiration or termination of this Agreement.

17.8.   Notices

All notices required or permitted under this Agreement shall be in writing and sent to the parties at their respective addresses as specified in this Agreement or to such other address as a party may designate in writing. Notices shall be deemed received:

17.8.1.   On the date of delivery if delivered by hand or by a recognized courier;

17.8.2.   Three (3) business days after mailing if sent by registered or certified mail; or

17.8.3.   Upon receipt if sent by email, provided that a delivery confirmation is received and a follow-up copy is sent by postal mail.

17.9.   Governing Language

This Agreement is made and executed in the English language, which shall govern its interpretation. If this Agreement is translated into another language and there is a discrepancy between the English version and the translation, the English version shall prevail.

17.10.   Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

17.11.   Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement. However, all counterparts together shall constitute the same agreement.

The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission (including PDF or any electronic signature complying with the Electronic Transactions Act 1999 (Cth), such as those generated via DocuSign or similar platforms) or by facsimile shall be deemed duly and validly delivered and shall be valid and effective for all purposes, binding the parties to the terms and conditions of this Agreement. No exchange of original signatures is necessary. The parties' authorised signatories have duly executed this Agreement as of the Effective Date.

18.   Signatures

18.1. By signing below, each party acknowledges that it has read and understood this Agreement, agrees to be bound by its terms and conditions, and represents that the individual signing on behalf of each party is duly authorized to execute this Agreement.

18.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures or signatures transmitted via facsimile or digital means (such as PDF or DocuSign) shall be considered binding for all purposes.

18.3. This Agreement includes attached **Exhibit Pages**, which form an integral part of this Agreement, and the **Signatory Page**, executed herewith, binds both parties to the terms and conditions of the Agreement and attached exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Master Subscription Agreement as of the Effective Date

*Signature Page to be followed *

For [AI Company Name]

By: _____

Name: [Authorized Representative's Full Name]

Title: [Representative's Title]

Date: _____

Signature: _____

For [Client's Name]

By: _____

Name: [Authorized Representative's Full Name]

Title: [Representative's Title]

Date: _____

Signature: _____

Exhibit Page to be followed

Exhibit A: Description of Subscription Services

1. **Service Overview**

    The AI Solution offers predictive analytics, natural language processing, data modeling, and other AI-driven functionalities to enhance the Client's business operations. Subscription Services include access to the AI platform, API integration, custom analytics, and model training, as applicable to the selected subscription plan.

2. **Service Features**

    ○ **Data Processing and Analytics:** Provides data analysis and insights using machine learning and predictive algorithms.

    ○ **Customizable API Access:** Allows API integration for the Client's applications to interact directly with the AI models.

    ○ **Data Storage and Management:** Securely stores Client Data for processing purposes as long as the Client maintains an active subscription.

    ○ **Support Services:** Access to technical support, including troubleshooting, service updates, and training (detailed in **Exhibit C**).

    ○ **Reporting Tools:** Provides dashboards and reports for monitoring AI Solution performance and key metrics.

3. **Service Limitations**

    ○ **AI-Specific Terms**: The AI Solution, by nature, is not guaranteed to be 100% accurate in its predictions or assessments. Due to possible biases in data, inherent limitations in AI technology, or environmental influences on model outcomes, the Company does not warrant the absolute accuracy or reliability of AI-based outputs.

    ○ **Ethical and Transparency Considerations:** The AI Solution's decision-making logic will remain transparent, with model behaviour documented to ensure informed usage by the Client. The Company will disclose any identified biases within the models and adjust models as required to mitigate such biases.

Exhibit B: Subscription Fees and Payment Terms

1. **Subscription Fees**

   The fees for the Subscription Services are as follows:

   ○ **Basic Plan:** [Amount] AUD per month

   ○ **Professional Plan:** [Amount] AUD per month

   ○ **Enterprise Plan:** Custom pricing based on usage volume and service level requirements.

2. **Billing Cycle**

   Payments are due on the first day of each billing cycle, payable by [Bank Transfer/Credit Card/Direct Debit]. The Client will be billed on a [Monthly/Quarterly/Annual] basis, as selected upon subscription.

3. **Late Payments**

   Any payments overdue by more than 30 days may incur interest at a rate of [Rate]% per month, as permitted under the Australian Consumer Law. Continued non-payment may result in temporary suspension of services until payments are up-to-date.

4. **Annual Increase**

   Subscription fees may be subject to an annual increase of up to [Percentage]% with at least 60 days' prior notice to the Client.

Exhibit C: Support and Service Level Agreement (SLA)

1. **Availability Commitment**

   The Company will ensure that the AI Solution is available to the Client with an uptime of [99.5]% per month, excluding scheduled maintenance periods. Scheduled maintenance will occur during [Maintenance Window], and prior notice will be provided to the Client at least [X] hours in advance.

2. **Response Times**

   The Company will provide technical support during Monday - Friday from [9:00 AM to 6:00 PM AEST]. The Company commits to the following response times based on the severity of the issue:

   ○ **Critical Issues (System Unavailable):** Response within [1 hour]

   ○ **High-Priority Issues (Major Functionality Impaired):** Response within [4 hours]

   ○ **Normal Issues (Minor Functionality Impaired):** Response within [1 business day]

3. Service Credits

If the Company fails to meet the uptime commitment, the Client will be eligible for a service credit equivalent to [Percentage]% of the monthly subscription fee for each 1% below the uptime commitment, capped at [Percentage]% of the monthly fee.

Note: *Highlighted sections are filled with the appropriate information before finalizing the agreement between both respected parties.*