Subscription Agreement

Effective as of February 3, 2026

EMAPlus® Subscription Agreement

IMPORTANT NOTICE: By clicking "I agree," "Accept," or a similar button, creating an account, placing an order, or accessing or using the Service, you, the "Customer", agree to be bound by this Subscription Agreement (this "Agreement"), which governs your access to and use of our Service (as defined below), as well as any content generated by it. If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity, and "Customer" refers to that entity. If you do not agree, do not access or use the Service.

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1. Definitions

- 1.1 "Authorized User" means an employee, contractor, or temporary worker that Customer authorizes to access and use the Service on Customer's behalf.
- 1.2 "Company", "EMAPlus", "we", "our", "us" means EMA Plus, LLC.
- 1.3 "Company Materials" means the Service, software, source code, object code, user interface, workflows, pricing logic, estimating logic, models, algorithms, prompts, prompt libraries, training materials, datasets (other than Customer Data), Documentation, templates, designs, know-how, inventions, trade secrets, and all related improvements, modifications, and derivative works.
- 1.4 "Customer Data" means all data, information, files, text, images, documents, attachments, communications, CRM records, project records, contacts, and other content submitted to, stored in, or transmitted through the Service by or on behalf of Customer or its Authorized Users.
- 1.5 "De-identified Data" means data derived from Customer Data and/or Usage Data that has been processed so that it cannot reasonably be linked to an identified or identifiable person, household, or Customer account, and that Company maintains in de-identified form.
- 1.6 "Documentation" means Company's then-current user, technical, and help documentation for the Service made available by Company.
- 1.7 "Order Form" means any online checkout flow, pricing page selection, statement of work, order form, or other ordering document that references this Agreement.
- 1.8 "Output" means estimates, bids, proposals, plans, reports, analyses, recommendations, or other results generated by or through the Service.
- 1.9 "Purpose" means Customer's internal business operations and Customer's preparation, management, and delivery of estimates, bids, proposals, plans, and related services to its current and prospective clients.
- 1.10 "Service" means Company's software-as-a-service platform, together with the related websites, applications, and Documentation.
- 1.11 "Subscription Term" means the initial subscription term set forth in the applicable Order Form and each renewal term, if any.
- 1.12 "Usage Data" means technical logs, product telemetry, diagnostic data, performance data, and metadata about access to and use of the Service, but excluding Customer Data except to the extent transformed into De-identified Data in accordance with this Agreement.

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2. Subscription; Access Rights

- 2.1 Subscription Right. Subject to Customer's compliance with this Agreement and payment of all applicable fees, Company grants Customer, during the Subscription Term, a limited, non-exclusive, non-transferable, non-sublicensable right to permit Authorized Users to access and use the Service and Documentation solely for the Purpose.
- 2.2 Authorized Users; Account Security. Customer is responsible for all acts and omissions of its Authorized Users and for maintaining the confidentiality of account credentials. Customer will promptly notify Company of any unauthorized access to or use of Customer's account or credentials. Customer will not share logins among multiple individuals except to the extent expressly permitted by Company's seat or user model.
- 2.3 Trials. Company may offer a free or discounted trial or pilot. Trial access is provided on an evaluation basis, may be subject to additional usage limits or feature restrictions, and may be suspended or terminated by Company at any time. If Customer does not convert to a paid subscription before the trial ends, Customer's access may terminate automatically.
- 2.4 Service Changes. Company may modify, update, improve, or discontinue the Service or any feature from time to time. Company does not undertake to preserve any specific feature or functionality. If Company discontinues the Service in its entirety during a paid Subscription Term for reasons other than Customer's breach, Customer's sole and exclusive remedy will be a prorated refund of prepaid fees for the unused portion of the then-current Subscription Term.

3. Fees; Billing; Renewal

- 3.1 Fees. Customer will pay the fees and charges set forth in the applicable Order Form. Except as expressly stated in this Agreement or required by law, all fees are non-refundable and non-creditable.
- 3.2 Taxes. Fees do not include sales, use, excise, value-added, or similar taxes, duties, or assessments. Customer is responsible for all such taxes associated with Customer's purchases under this Agreement, excluding taxes based on Company's net income, property, or employees.
- 3.3 Auto-Renewal. Unless otherwise stated in the applicable Order Form, each Subscription Term will automatically renew for successive terms equal to the expiring term unless Customer cancels before the renewal date using the then-current cancellation method made available by Company. Customer authorizes Company to charge the applicable renewal fees to Customer's payment method on file.
- 3.4 Price Changes. Company may change pricing for a renewal term by giving notice before the applicable renewal date. The new pricing will apply beginning with the next renewal term unless otherwise stated in the notice.
- 3.5 Failed Payments; Suspension. If any amount owed by Customer is overdue, or if Company is unable to charge Customer's payment method, Company may suspend Customer's access to the Service without notice until all overdue amounts are paid. Customer remains responsible for all unpaid amounts and any collection costs permitted by law.

4. Customer Data; Data License; De-identified Data

- 4.1 Customer Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Data. Company does not acquire ownership of Customer Data.
- 4.2 License to Company. Customer grants Company a limited, non-exclusive, worldwide right and license to host, store, reproduce, transmit, display, process, modify, and otherwise use Customer Data solely as necessary to provide, maintain, secure, support, and improve the Service for Customer; to prevent or address service, security, fraud, or technical issues; and to comply with law.
- 4.3 Customer Responsibilities. Customer is solely responsible for the accuracy, quality, legality, and means by which it acquires Customer Data and for obtaining all consents, rights, and permissions necessary for Company to process Customer Data as contemplated by this Agreement.
- 4.4 Usage Data. Company may collect and use Usage Data for lawful business purposes, including security, operations, analytics, support, and product development. As between the parties, Company owns Usage Data, subject to Customer's rights in any underlying Customer Data.
- 4.5 De-identified Data; Analytics; Model Improvement. Company may create De-identified Data from Customer Data and/or Usage Data and may use De-identified Data for internal business purposes, including analytics, benchmarking, service

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- 4.5 De-identified Data; Analytics; Model Improvement. Company may create De-identified Data from Customer Data and/or Usage Data and may use De-identified Data for internal business purposes, including analytics, benchmarking, service optimization, product improvement, and developing and improving Company's estimation methods, models, and features.
- 4.6 Privacy Policy. Company's collection and use of account, billing, and website or application usage information is described in Company's Privacy Policy, as updated from time to time. To the extent Company processes personal information included in Customer Data on Customer's behalf, Company will do so in accordance with this Agreement and the functionality of the Service selected by Customer.

5. Ownership of the Service and Output; Feedback

- 5.1 Company Ownership. Company and its licensors own and reserve all right, title, and interest in and to the Service and Company Materials, including all intellectual property and proprietary rights therein. Except for the limited rights expressly granted in this Agreement, no rights are granted to Customer by implication, estoppel, or otherwise.
- 5.2 Output License. Company retains ownership of Output as a compilation or work product that may incorporate Company Materials. Subject to Customer's continued compliance with this Agreement, Company grants Customer a limited, non-exclusive, worldwide, royalty-free license to use, reproduce, and distribute Output solely for the Purpose, including providing bids, proposals, plans, and related deliverables to Customer's current and prospective clients. Customer may not sell, license, sublicense, or distribute Output as a standalone product, dataset, model input corpus, or software or analytics service.
- 5.3 No Obligation to Retain Output. Nothing in this Agreement obligates Company to store, preserve, reproduce, or make Output available after expiration or termination of the Subscription Term. Customer is responsible for downloading or otherwise preserving any Output it wishes to retain before the end of the Subscription Term or earlier termination.
- 5.4 Feedback. If Customer or any Authorized User provides suggestions, comments, ideas, or other feedback regarding the Service, Company may use and exploit that feedback without restriction or obligation, and Customer hereby assigns to Company any rights necessary for such use.

6. Customer Obligations; Representations

- 6.1 Authority and Compliance. Customer represents and warrants that it has the authority to enter into this Agreement and will use the Service only in compliance with this Agreement and applicable law.
- 6.2 Rights in Customer Data. Customer represents and warrants that Customer Data, and Customer's and Company's permitted use of Customer Data under this Agreement, will not infringe, misappropriate, or otherwise violate any third-party rights or applicable law.
- 6.3 No Prohibited Data. Unless Company expressly agrees otherwise in writing, Customer will not upload or submit to the Service any social security numbers, driver's license numbers, passport numbers, payment card information subject to PCI-DSS, bank account credentials, protected health information subject to HIPAA, biometric identifiers, precise geolocation data, personal information of children under 18, or other highly sensitive data not reasonably necessary for the Purpose.
- 6.4 Review of Output. Customer acknowledges that Output may be generated in whole or in part through automated processes, including artificial intelligence tools, without human review. Customer is solely responsible for reviewing, validating, and approving all Output before relying on it, sending it to a client or prospective client, or using it in business, pricing, estimating, project, or contractual decisions.

7. Acceptable Use Policy

7.1 General Rule. Customer and its Authorized Users may use the Service only for the Purpose and only in a lawful, authorized, and commercially reasonable manner. Customer shall not:

I. reverse engineer, decompile, disassemble, translate, modify, or otherwise attempt to derive source code or the underlying ideas, algorithms, structure, workflows, pricing logic, estimating logic, trade secrets, or know-how embodied in the Service or Company Materials;

II. use scraping, harvesting, spiders, robots, systematic querying, benchmarking, model extraction, model inversion, prompt injection, output reconstruction, or other techniques to discover, infer, copy, map, or reconstruct the Service, Company Materials, or the logic, data, or decision-making embodied in them;

III. circumvent or attempt to circumvent any access controls, rate limits, technical restrictions, seat limits, usage limits, or security

Materials;

II. use scraping, harvesting, spiders, robots, systematic querying, benchmarking, model extraction, model inversion, prompt injection, output reconstruction, or other techniques to discover, infer, copy, map, or reconstruct the Service, Company Materials, or the logic, data, or decision-making embodied in them;

III. circumvent or attempt to circumvent any access controls, rate limits, technical restrictions, seat limits, usage limits, or security protections of the Service, or probe, scan, or test the vulnerability of the Service without Company's prior written consent;

IV. access or use the Service, Output, or Company Materials to build, train, improve, or validate any competing product or service, or to develop, train, fine-tune, or improve any machine learning or artificial intelligence model or system;

V. submit Output or other Company Materials to any third-party artificial intelligence, machine learning, or large language model service that retains, trains on, or otherwise uses submitted data to improve that third party's systems; provided that Customer may use a self-hosted or otherwise closed internal AI environment solely for Customer's internal use if the third-party provider does not retain any Company Materials or use them for training or service improvement;

VI. resell, rent, lease, sublicense, timeshare, white-label, outsource, or otherwise make the Service available to any third party, or use the Service to provide a service bureau or managed service for third parties, except that Customer may use Output for the Purpose as expressly permitted in Section 5.2;

VII. share login credentials, permit unauthorized users to access the Service, or allow multiple individuals to use a single login in a manner that defeats Company's licensing or seat model;

VIII. upload malware, ransomware, spyware, harmful code, or any material intended to disrupt, damage, or gain unauthorized access to systems or data;

IX. use the Service to violate any law, regulation, court order, or third-party right, or to create or transmit material that is unlawful, fraudulent, defamatory, harassing, threatening, or infringing;

X. remove, obscure, or alter any copyright, trademark, confidentiality, or other proprietary notices in the Service, Output, or Company Materials, or use any Output or Company Materials as a trademark, service mark, logo, or source identifier;

XI. publish any non-public benchmark, test result, performance analysis, or competitive comparison relating to the Service without Company's prior written consent; or

XII. use the Service in any manner that materially interferes with or disrupts the Service or any other customer's use of the Service.

8. Confidentiality; Trade Secrets

- 8.1 Confidential Information. "Confidential Information" means non-public information disclosed by one party (the "Discloser") to the other party (the "Recipient") that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Customer Data is Customer's Confidential Information. Company's Confidential Information includes, but is not limited to, the Service, Documentation, Company Materials, pricing, roadmaps, security information, non-public performance information, and the non-public methodologies, logic, structure, and trade secret elements reflected in Output.
- 8.2 Obligations. The Recipient will: (a) use the Discloser's Confidential Information only as necessary to exercise its rights and perform its obligations under this Agreement; (b) not disclose the Confidential Information to any third party except to employees, contractors, advisors, and service providers who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Agreement; and (c) protect the Confidential Information using at least reasonable care, and no less than the care the Recipient uses to protect its own similar information.
- 8.3 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no breach of this Agreement; (b) was lawfully known to the Recipient without restriction before disclosure; (c) is lawfully received by the Recipient from a third party without confidentiality restriction; or (d) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.
- 8.4 Compelled Disclosure. The Recipient may disclose Confidential Information to the extent required by law, subpoena, or court order, provided that, if legally permitted, the Recipient gives prompt notice to the Discloser and reasonably cooperates, at the Discloser's expense, with any effort to seek confidential treatment or limit the disclosure.
- 8.5 Trade Secrets; Equitable Relief. Customer acknowledges that the Service and Company Materials embody valuable trade secrets and other proprietary information of Company. Any unauthorized use, disclosure, or misappropriation of Company's Confidential Information or trade secrets may cause irreparable harm for which monetary damages may be inadequate. Company may seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting bond except to the extent required by applicable law.

9. Security; Third-Party Services

secrets and other proprietary information of Company. Any unauthorized use, disclosure, or misappropriation of Company's Confidential Information or trade secrets may cause irreparable harm for which monetary damages may be inadequate. Company may seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, without the necessity of posting bond except to the extent required by applicable law.

9. Security; Third-Party Services

- 9.1 Security Measures. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, alteration, or disclosure within Company's systems.
- 9.2 Security Incidents. If Company confirms unauthorized access to Customer Data in Company's systems that materially affects Customer, Company will notify Customer without unreasonable delay, subject to any delays reasonably necessary to investigate, contain, remediate, or comply with law or law enforcement instructions.
- 9.3 Third-Party Services. The Service may interoperate with or link to third-party websites, software, or services. Customer's use of any third-party service is governed solely by the third party's terms, and Company is not responsible for third-party services, even if they are accessible through or integrated with the Service.

10. Suspension; Termination; Data Retrieval

- 10.1 Suspension. Company may suspend or restrict Customer's access to all or any part of the Service immediately upon notice if Company reasonably believes: (a) Customer or an Authorized User has violated Section 7 or Section 8; (b) suspension is necessary to protect the security, integrity, or availability of the Service or Company's systems; (c) Customer's use creates a legal, regulatory, or security risk; or (d) Customer has failed to pay fees when due. Company will use commercially reasonable efforts to limit the scope and duration of any suspension to what is reasonably necessary.
- 10.2 Term. This Agreement begins on the date Customer first accepts it and continues until terminated in accordance with this Agreement. Each paid subscription continues for the applicable Subscription Term and any renewals under Section 3.3 unless earlier terminated.
- 10.3 Termination. Either party may terminate this Agreement or an applicable Order Form if the other party materially breaches this Agreement and fails to cure the breach within 15 days after written notice. Company may terminate this Agreement immediately upon written notice for a material breach of Section 7 or Section 8, for payment failures, or if Company is required to do so by law.
- 10.4 Effect of Termination. Upon expiration or termination, Customer's right to access and use the Service ends immediately, except as expressly stated in this Section. Customer remains responsible for all fees accrued through the effective date of termination.
- 10.5 Customer Data Export. For 30 days after expiration or termination, Company will make Customer Data available for export in a commercially reasonable standard electronic format, unless legally prohibited or unless Company reasonably determines continued access would create a security, legal, or abuse risk. After that period, Company may delete Customer Data from active systems in accordance with Company's retention practices, except to the extent retained in backups or as required by law.
- 10.6 No Post-Termination Output Access. Company will have no obligation to retain, reproduce, provide, or restore Output after expiration or termination. Any license granted under Section 5.2 applies only to Output lawfully obtained by Customer before the effective date of expiration or termination and remains subject to this Agreement.
- 10.7 Survival. Sections 4.4, 4.5, 5, 6, 7, 8, 10.4 through 10.7, 11, 12, 13, 14, and 15 survive expiration or termination to the extent applicable.

11. Disclaimers; AI Disclosures

- 11.1 No Business Guarantee. Company does not guarantee any sales, bidding, estimating, project, or other business outcome from Customer's use of the Service or any Output.
- 11.2 AI and Automated Output Disclosure. Customer acknowledges that certain Output may be generated in whole or in part by automated or artificial intelligence-assisted processes and may contain errors, omissions, inconsistencies, or outdated information. Output is provided for Customer's convenience and internal review, and Customer is solely responsible for independent review and final business judgment.
- 11.3 Warranty Disclaimer. THE SERVICE, OUTPUT, DOCUMENTATION, AND ALL COMPANY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR

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12. Indemnification

- 12.1 Customer Indemnity. Customer will defend, indemnify, and hold harmless Company and its affiliates, managers, officers, directors, employees, licensors, and service providers from and against any third-party claims, actions, proceedings, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer Data; (b) Customer's or any Authorized User's use of the Service or Output in violation of this Agreement or applicable law; (c) Customer's infringement, misappropriation, or other violation of a third party's rights; or (d) Customer's breach of Sections 6, 7, or 8.
- 12.2 Procedure. Company will: (a) promptly notify Customer of any claim for which it seeks indemnification, except that delay will not relieve Customer of its obligations except to the extent materially prejudiced; (b) give Customer reasonable cooperation at Customer's expense; and (c) allow Customer to control the defense and settlement of the claim, provided that Customer may not settle any claim in a manner that admits fault or imposes non-monetary obligations on Company without Company's prior written consent.

13. Limitation of Liability

- 13.1 Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, USE, OR DATA, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICE DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 13.3 Excluded from Cap. Nothing in this Section 13 limits Customer's obligation to pay fees or Customer's liability arising from Customer's breach of Section 7 or Section 8, Customer's indemnification obligations under Section 12, or Customer's infringement or misappropriation of Company's intellectual property or trade secrets.

14. Changes to the Agreement

- 14.1 Updates. Company may modify this Agreement from time to time. If Company makes a material change, Company will provide notice by email, in-product notice, or another reasonable method. Unless a different effective date is stated, material changes will apply beginning with the next renewal term or upon Customer's earlier acceptance of the updated Agreement. Changes required by law or relating to new functionality, security, or risk mitigation may take effect earlier if stated in the notice.
- 14.2 Continued Use. Customer's continued access to or use of the Service after the effective date of an updated Agreement constitutes acceptance of the updated Agreement. If Customer does not agree to an update, Customer must stop using the Service and, if applicable, cancel the subscription before the next renewal term.

15. General Provisions

- 15.1 Governing Law; Venue. This Agreement is governed by the laws of the State of Ohio, without regard to conflicts of law rules. The state and federal courts located in Cuyahoga County, Ohio will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party irrevocably consents to those courts and venues.
- 15.2 Jury Trial Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 15.3 Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Company's prior written consent. Company may assign this Agreement without Customer's consent in connection with a merger, reorganization, sale of assets, change of control, or similar transaction.
- 15.4 Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, fiduciary, employment, or agency relationship between the parties.

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- 15.4 Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, fiduciary, employment, or agency relationship between the parties.
- 15.5 Force Majeure. Company will not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, internet or telecommunications failures, denial-of-service attacks, utility failures, or governmental action.
- 15.6 Entire Agreement; Order of Precedence. This Agreement, the applicable Order Form, and any policy or exhibit expressly incorporated by reference constitute the entire agreement between the parties regarding the Service and supersede all prior or contemporaneous understandings on that subject. If there is a conflict between this Agreement and an Order Form, the Order Form controls only to the extent it expressly states an intent to override this Agreement.
- 15.7 Notices. Company may provide notices to Customer by email to the primary account email address, through the Service, or by posting on Company's website. Customer will send legal notices to: EMA Plus, LLC, PO Box 44, Chagrin Falls, OH 44022, with a copy to connect@emaplus.net or such updated address as Company may designate.
- 15.8 Severability; Waiver. If any provision of this Agreement is held unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in full force and effect. A party's failure to enforce any provision is not a waiver of future enforcement of that or any other provision.
- 15.9 Electronic Contracting. This Agreement may be accepted electronically, and electronic acceptance will be deemed binding and effective. Electronic records maintained by Company regarding Customer's acceptance and use of the Service will be admissible to the same extent as other business records.
- 15.10 Contact Information. Questions about this Agreement may be directed to EMA Plus, LLC at connect@emaplus.net or the notice address listed above.

Last updated: March 12, 2026