MASTER SERVICES AGREEMENT

Updated February 2, 2026

This **MASTER SERVICES AGREEMENT** (the "**Agreement**"), by and between the individual or entity ("**Customer**") named in an Order Form (defined below) executed hereunder and Cycle Labs, Inc., a Delaware corporation ("**Cycle**"), effective as of the date set forth in the first Order Form between Customer and Cycle (the "**Effective Date**"). Cycle and Customer agree that this Agreement, including all exhibits hereto and the Order Forms executed hereunder, represents the entire agreement between the parties with respect to the subject matter of this Agreement.

In consideration of Cycle's engagement hereunder to perform the services and/or provide the software described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

1. Services.

    a. From time to time during the term of this Agreement, Cycle will provide certain services ("**Services**") to the Customer and/or provide access to one or more of Cycle's software products (collectively the "**Software**"), and the Customer shall acquire such Services and the rights to use the Software from Cycle, all on the terms and subject to the conditions set forth in this Agreement. The specific details of any Services or Software covered by this Agreement will be expressly agreed by the parties in an order form, statement of work, quote or equivalent ordering document, duly executed by both parties (each, an "**Order Form**"). Over the course of the term of this Agreement, the parties may agree to multiple Order Forms for different Services and/or Software provided by Cycle. Each such Order Form will contain a description of the Services or Software to be provided, the price and reimbursable expenses to be paid by the Customer to Cycle for such Services or Software, the period of performance and such other terms and conditions consistent with this Agreement to which the parties have agreed. Any changes in the scope of an Order Form will be addressed in an amendment to such Order Form signed by both parties, or through such other means mutually agreed to or designated by the parties.

    b. Customer shall provide Cycle with all information relevant to the Services and any reasonable assistance as may be required for Cycle to properly perform the Services. Customer represents and warrants to Cycle that all such information will be accurate and complete in all material respects. The adequacy of the scope of work of the Services in addressing Customer's needs is solely Customer's responsibility. Any timing or fee estimate Cycle has provided in an Order Form or this Agreement takes into account the agreed-upon level of assistance from Customer and commitment of Customer resources.

2. Software License; Restrictions on Use; Support.

    a. To the extent Customer enters into an Order Form with Cycle for the use of Software, Cycle grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Software during the Order Form Term as specified in the Order Form, solely for Customer's internal use, and subject to any usage and user restrictions set forth in the Order Form. Customer shall not use the Software for, or on behalf of, third parties that are not authorized under this Agreement. To the extent Customer enters into an Order Form with Cycle for the use of Software, Cycle will provide Customer with certain user manuals, handbooks and installation guides, either electronically or in hard copy form, which describe the functionality, components, features, or requirements of the Software (collectively the "**Documentation**"). Customer may use such Documentation as reasonably necessary to support its use of the Software. Except as expressly provided in this Agreement, Customer shall not (i) license,

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sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) make copies, modify or make derivative works based upon the Software; (iii) reverse engineer, decompile, disassemble or reconfigure the Software; or (iv) access the Software in order to build a competitive product or service.

b. Customer acknowledges that the Software may contain or be provided with third-party software products as identified in the Documentation, or as reflected in the following link: https://cyclelabs.io/third-party-packages-and-terms/. To the extent that the Software contains or is dependent on any such third-party software, Cycle represents and warrants that it has sufficient rights and licenses to such third-party software as may be required for Customer to use the Software as contemplated by this Agreement.

c. Each party agrees that it shall not, and shall not permit its employees, contractors or customer to use the Software to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (v) violate the terms of service or privacy policy of any third-party software provided with the Software; or (vi) attempt to gain unauthorized access to the Software or its related systems or networks.

d. Customer is responsible for all activity occurring under Customer's user accounts and shall comply with all applicable United States laws and regulations in connection with Customer's use of the Software, including but not limited to privacy laws and export control laws and regulations. Customer shall: (i) notify Cycle immediately upon becoming aware of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Software; (ii) report to Cycle immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of the Software that becomes known or suspected by Customer or Customer's users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Software.

e. To the extent Customer enters into an Order Form with Cycle that includes support and maintenance for the Software, Cycle agrees to provide the support and maintenance Services according to the terms in the Exhibit A (Cycle Success Plan), available at https://cyclelabs.io/terms/.

f. To the extent Customer enters into an Order Form with Cycle that includes implementation, integration, configuration, populations, deployment and/or training services related to the Software, the scope of such services will be expressly set forth in the Order Form.

3. Customer Responsibilities.

a. If specified in an applicable Order Form for use of the Software, the Software may include prebuilt add-ons developed by Cycle or other add-ons developed by Cycle independent of this Agreement and made available to Customer (each a "**Versatile Add-On**"). During the Order Form Term, Customer shall have the right to customize, modify and adapt such Versatile Add-Ons (each customization or modification, a "**Customer Application**"). Customer may incorporate into such Customer Applications Customer specific components, such as Customer business processes, methods, models, trademarks, logos, branding and content (collectively "**Customer Content**"). By creating a Customer Application, or utilizing a Customer Application through the Software, and incorporating any Customer Content into such Customer Application, Customer hereby grants Cycle a royalty-free, nonexclusive, worldwide, transferable license to modify, copy, sell, display, distribute and create derivative works of the Customer Content solely

in connection with, and as necessary for, its delivery of the Software or Services to Customer. Customer further grants Cycle a perpetual and irrevocable right to use the Customer Application, excluding any Customer Content or Customer Confidential Information, for Cycle's business purposes.

b. Customer acknowledges that it is fully responsible for the Customer Content and Customer's use of the Customer Applications. Without limiting the generality of the foregoing, Customer represents and warrants that: (i) it has the lawful right to reproduce and distribute the Customer Content; (ii) the Customer Content and Customer's use of the Customer Applications do not, and will not, violate any copyright, trademark, trade secret, or other intellectual property rights of any third party; (iii) the Customer Content and Customer's use of the Customer Applications comply with all applicable federal, state, and local laws and regulations; (iv) the Customer Content and Customer's use of the Customer Applications do not invade any individual's rights of privacy or publicity; and (v) the Customer Content and Customer's use of the Customer Applications are not harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libelous, tortious, hateful, or racially, ethnically, or otherwise objectionable.

c. In the event Cycle reasonably concludes that any Customer Content or Customer's use of the Customer Application violates the terms of this Agreement, in addition to any other rights or remedies it may have, Cycle may elect to not distribute, remove and/or delete the Customer Content from the Software and suspend the further use of any such Customer Application. Cycle will reasonably endeavor to provide prior written notice to Customer before such action, but in any event will promptly notify Customer after the Customer Application has been removed.

d. Customer acknowledges that Cycle is not providing Customer with any Software development services unless the parties mutually agree to an Order Form agreeing to such custom development and specifying the scope of the Services, the timing of delivery and the ownership of any deliverables.

4. Trial Use.

a. Cycle may, in its discretion, elect to provide Customer with the right to use certain Software on a temporary or trial basis (a "**Trial Use**"). The right to use such Software on a trial basis will be communicated to Customer in writing or through electronic means as part of an online checkout process. Unless otherwise agreed by the Parties, the Trial Use may be terminated by either party at any time. By clicking the "I Accept" button, accessing, running, or otherwise using the Software, any component thereof, or utilizing any services provided by Cycle, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to all of the terms of this Agreement and does not click the "I Accept" button, Customer is not authorized to access or use the Software or services and should immediately discontinue use of the same. If an individual is acknowledging this Agreement on behalf of an entity, that individual represents and warrants that they have the ability to enter into a binding agreement on behalf of the entity.

b. If Customer receives the right for a Trial Use of any Software, the following terms of this Agreement shall not apply to any Trial Use during the period of the Trial Use: Cycle will have no specific support obligations to Customer; Section 11(c) (Cycle Warranty); and Cycle's obligations under Section 9(b) (Cycle Indemnification).

c. SOFTWARE PROVIDED ON A TRIAL USE IS PROVIDED ON AN AS-IS AND AS AVAILABLE BASIS, AND CYCLE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, AVAILABILITY, UNINTERRUPTED USE, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

    d. If Customer subsequently converts to a non-Trial Use, this Section 4 will no longer apply after the end of the Trial Use period.

5. <u>Compensation and Payment.</u>

    a. In consideration for the Services, Customer agrees to compensate Cycle in accordance with prices and invoicing schedule set forth in the Order Form (the "**Fees**"). Unless otherwise stated in an Order Form, all Fees will be due within thirty (30) days after Customer's receipt of Cycle's invoice. If Customer believes Customer's invoice is incorrect, Customer must contact Cycle in writing within fifteen (15) days of the date of the invoice identifying the nature of the dispute. Customer agrees to pay any undisputed amount, and except as expressly set forth in this Agreement, all payments are non-refundable.

    b. Customer shall reimburse Cycle for all necessary reasonable travel and out-of-pocket expenses incurred in conjunction with the Services, provided such expenses are pre-approved by Customer in writing prior to Cycle incurring such expenses.

    c. Cycle reserves the right to modify the Fees applicable to its Services and to introduce new charges. Any modifications or changes to the applicable Fees will not become effective until the next Order Form Term (defined below). Cycle shall provide Customer written notice of any increase in Fees or new charges at least thirty (30) days prior to the end of the then-current Order Form Term, and, in the event that Customer does not provide notice of termination to Cycle as described in Section 6 below, such Fee changes shall become effective at the commencement of the subsequent Order Form Term.

    d. If any payments are not paid within thirty (30) days of the associated invoice, Cycle reserves the right to assess interest against any outstanding amount at a rate of one-and-one-half percent (1.5%) per month, or the highest amount permitted by law, whichever is lower. If Customer has not paid any sums when due hereunder, Cycle may, at its option, suspend the Services or access to the Software until such past due sums are paid, regardless of whether this Agreement has been terminated.

    e. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Cycle's income. If Cycle has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cycle with a valid tax exemption certificate authorized by the appropriate taxing authority.

    f. In the event Customer fails to pay the applicable Fees or expenses when due as set forth in this Agreement, and Cycle initiates legal enforcement or third-party collection efforts to recover the past-due amounts, Customer agrees to pay all reasonable legal fees and costs incurred by Cycle.

    g. Cycle may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer records with respect to matters covered by this Agreement, including without limitation records related to the number of authorized users using the Software. Customer agrees to cooperate in all such audits. All information gathered in such audits shall be deemed confidential and will not be disclosed to any third party absent court-issued subpoena or a material breach of this Agreement. All costs of the audit shall be borne by Cycle unless an audit reveals a material breach of the Agreement; in that event, in addition to any other damages to which Cycle may be entitled to collect, Customer shall be responsible for the cost of the audit.

6. Term and Termination.

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a. The term of this Agreement shall commence on the Effective Date and continue until the termination or expiration of the last Order Form in place between the parties. If in an Order Form a license or service subscription states that it is subject to auto-renewal, then such license or service subscription shall automatically renew for additional, successive one-year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice to the other party of non-renewal at least sixty (60) days prior to the expiration of the then-current term of the license or service subscription. Termination of this Agreement shall cause the termination of all outstanding Orders.

b. Each Order Form will specify a separate term length (the "**Order Form Term**") applicable to the Services being provided in the Order Form. The termination of one Order Form will not terminate this Agreement or any other applicable Order Form unless otherwise specified and unless no other Order Forms remain outstanding.

c. Either party may terminate an applicable Order Form (and this Agreement if all Order Forms are terminated) (i) for material breach if the breach remains uncured thirty (30) days after written notice specifying the nature of the breach is received by the breaching party; or (ii) immediately upon the other party becoming insolvent, undertaking a voluntary or involuntary bankruptcy or similar process, or making a general assignment for the benefit of creditors.

d. Upon termination or cancellation of an Order Form, all licenses granted to the Customer under the applicable Order Form will terminate effective immediately. The following provisions will survive termination or expiration of this Agreement: (i) any obligation of the Customer to pay for Services rendered before such termination or expiration; (ii) Sections 5, 6, 7, 8, 9, 10, 12, 13, and 15 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose. Unless this Agreement is terminated due to the uncured material breach of Cycle, or as set forth in Section 9(c), Customer will not be entitled to refunds due to the early termination of the Agreement.

7. Confidential Information.

a. Each party (as a "**Receiving Party**" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "**Disclosing Party**" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. This includes Confidential Information provided to the Receiving Party prior to the effective date of this Agreement. As used herein, the term "**Confidential Information**" refers to any and all non-public financial, technical, commercial, or other information concerning the business, technology, and/or affairs of the Disclosing Party, including, without limitation, any cost or pricing information, customer information, contractual terms and conditions, marketing or distribution data, business methods or plans. Cycle's Confidential Information includes, without limitation, all pricing terms offered to Customer under this Agreement.

b. Receiving Party shall not disclose or publicize the Confidential Information without the Disclosing Party's prior written consent. Receiving Party shall protect the Confidential Information with the same degree of care it uses to protect its own information of a similar nature, but in no event less than reasonable care. The Receiving Party shall not use the Confidential Information for its own benefit or for the benefit of any other person, third party, firm or corporation except as required in connection with its performance under this Agreement.

c. The terms of confidentiality and non-disclosure contained herein shall expire five (5) years from the date of the termination of this Agreement, except for any information that qualifies as a trade

secret under applicable law. The parties shall maintain the confidentiality of any trade secret information for so long as the information qualifies as a trade secret.

d. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of Receiving Party; (ii) already known to Receiving Party prior to disclosure pursuant to this Agreement, as evidenced by contemporaneously maintained written records; or (iii) obtained at any time lawfully from a third party not bound by any obligation of confidentiality and under circumstances permitting its use or disclosure to others. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Receiving Party will, if permitted by applicable law, give Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at Disclosing Party's expense, and shall disclose only that part of the Confidential Information that Receiving Party is required to disclose. Moreover, nothing herein shall be interpreted as restricting either party's right to use data or information in an aggregated and de-identified form so long as the aggregated data cannot be recombined in such a way as to disclose any Confidential Information, PII or the Disclosing Party's identity.

e. Cycle acknowledges that some of the Confidential Information it receives from Customer pursuant to this agreement may include information that identifies or can be used to identify a specific individual ("**PII**"). Customer agrees to only disclose PII to Cycle if its collection and use has been authorized by the individual or otherwise in a manner consistent with applicable law. Cycle agrees to only access, use, maintain, or disclose PII received from Customer to fulfill its obligations under this Agreement or as necessary to comply with applicable law. Cycle shall adopt and employ administrative, physical, and technical safeguards that are designed to prevent unauthorized collection, access, disclosure, and use of PII that comply with applicable law and are, at a minimum, consistent with established industry practices for the datatypes in question.

f. In the event Cycle becomes aware of an unauthorized use or access of PII (a "**Security Breach**"), Cycle agrees to promptly notify Customer. Cycle further agrees to (i) take all reasonable steps to remedy and mitigate the impact of the Security Breach and limit the compromise of the PII; (ii) investigate the Security Breach and cooperate with Customer in the investigation of the Security Breach; and (iii) fully cooperate with Customer on any response to regulatory inquiries, litigation or other similar actions relating to the Security Breach.

g. Each party acknowledges and agrees that any violation of this Section 7 may cause the Disclosing Party irreparable injury for which the Disclosing Party would have no adequate remedy at law, and that the Disclosing Party shall be entitled to seek preliminary and other injunctive relief against the Receiving Party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that Disclosing Party shall have at law or in equity.

h. Customer acknowledges and agrees that it will not disclose to Cycle any personal data of EU data subjects (as defined by EU General Data Protection Regulation 2016/679) unless or until the parties have mutually agreed to an addendum setting forth each party's obligations with regard to the collection and use of such personal data.

8. Proprietary Rights.

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a. Unless otherwise expressly set forth in an Order Form, Cycle retains all Intellectual Property Rights (defined below) in the Software, including the Versatile Add-On, and/or Services. Unless otherwise expressly set forth in an Order Form, any Intellectual Property Rights developed by Cycle in the course of performing the Services for Customer shall belong exclusively to Cycle. Moreover, the Intellectual Property Rights in, and to, any modifications, derivatives and improvements to the Software made by Cycle and/or Customer (excluding Customer Applications) shall, and do hereby vest, exclusively in Cycle. **"Intellectual Property Rights"** means all intangible, proprietary rights, including, without limitation, copyrights, trade secrets, trademarks, patents, design rights, goodwill, look and feel, and moral rights.

b. Except as otherwise expressly set forth in this Agreement or an Order Form, Customer retains all Intellectual Property Rights in the Customer Content and Customer Applications. Notwithstanding the foregoing or any provision to the contrary in this Agreement, Customer's rights in the Customer Applications shall not extend to the Versatile Add-On itself, or include any ideas, templates, architectures, sequencing of components, or processes that may be used in connection with Cycle's Software generally, or that were already capable of being performed by Cycle's Software prior to the Effective Date, including all Intellectual Property Rights associated with any of the foregoing (collectively, the "**Development Tools**"). For the avoidance of doubt, Development Tools do not include or extend to the use of any Customer Content or Customer Confidential Information. Development Tools shall be and remain the exclusive property of Cycle. Customer shall have no interest in or claim to the Development Tools, except as necessary to exercise its rights in the Software or Services.

c. As between Cycle and Customer, Customer owns all right, title, and interest in and to any and all electronic data or information submitted by Customer through the Software ("**Customer Data**"). Except as provided herein, Cycle obtains no rights under the Agreement from Customer or its users to Customer Data, including any related Intellectual Property Rights. Customer consents to Cycle's use of Customer Data to provide the Software and Services to Customer. Cycle may disclose Customer Data to provide the Services to Customer or to comply with any request of a governmental or regulatory body (including subpoenas or court orders). Cycle shall also have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software or Services, and Cycle will be free (during and after the Term of the Agreement) to use such information to improve and enhance the Software and Services and for diagnostic and corrective purposes in connection with the Software.

9. Insurance; Indemnification.

   a. *Insurance.* Each party shall maintain, at its own expense, sufficient insurance coverage to adequately cover such party's respective obligations under this Agreement.

   b. *Indemnification.* Each party (the "**Indemnifying party**") shall at its expense protect, defend, and hold harmless the other party and its respective affiliates, directors, officers, employees, agents, licensors, successors and assigns (the "**Indemnified party**") from and against any claim, demand, action, suit or proceeding brought by a third party (a "**Claim**"), to the extent arising from or related to (i) the gross negligence or willful misconduct of the Indemnifying party; (ii) violation of applicable law by the Indemnifying party, or (iii) with respect to Cycle as the Indemnifying party, any alleged or actual Claim that Customer's access and use of the Software as permitted under this Agreement infringes any United States Intellectual Property Right of any third party and, with respect to Customer as the Indemnifying party, any alleged or actual Claim that any Customer Content, Customer Data, or Customer Application violates the United States Intellectual Property Right of any third party. The Indemnifying party shall have no indemnity

obligation with respect to any Claim for such portion of the Claim that arises due to the Indemnified party's negligence, willful misconduct or breach of this Agreement. With respect to each Claim, the Indemnifying party shall indemnify the Indemnified party from and against any and all damages, judgments, awards, fines, penalties, expenses, and costs (including without limitation attorney's fees and expenses that are awarded to the third party by a court or other authority), that are assessed by a governmental authority or that are payable to the third party in a settlement made by the Indemnifying party.

c. If any Software is, or in Cycle's opinion, is likely to be, determined to be infringing of any third-party Intellectual Property Right, Cycle shall at its expense and option either (i) procure the right for Customer to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) terminate the Order Form related to the infringing Software and refund to Customer the fees paid for it, prorated for any use of such Software prior to the date of termination.

d. The Indemnifying party's obligations are contingent upon the Indemnified party (i) promptly giving notice of the Claim to the Indemnifying party once the claim is known; (ii) giving the Indemnifying party sole control of the defense and settlement of the Claim (provided that the Indemnifying party may not settle such Claim unless such settlement unconditionally releases the Indemnified party of all liability and does not adversely affect the Indemnified party's business or service); (iii) providing to the Indemnifying party all available information and reasonable assistance; and (iv) not compromising or settling such third-party Claim without the Indemnifying party's approval (such approval not to be unreasonably withheld).

10. Limitation of Liability.

WITHOUT LIMITING THE RIGHTS OF THE PARTIES FOR EQUITABLE RELIEF AND EXCEPT FOR INDEMNIFICATION OBLIGATIONS OF THE PARTIES AND/OR BREACH OF THE CONFIDENTIALITY PROVISIONS IN THIS AGREEMENT, IN NO EVENT: (a) WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID TO CYCLE BY CUSTOMER AND/OR PROPERLY DUE FROM CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; AND (b) WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE AND EVEN IF THE PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF A PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

11. Warranty.

a. Each party represents and warrants to the other that (i) its execution of and performance under this Agreement do not and will not conflict with any other agreement to which the party making the representation is a party, (ii) it is authorized to do business in all jurisdiction(s) in which it has obligations under this Agreement and has obtained all necessary rights, licenses and consents to fully perform under this Agreement; and (iii) its performance under this Agreement will, at all times, comply with applicable law.

b. Customer Warranties.

a. Customer represents and warrants that no Customer Content, Customer Application, or Customer Data will contain software or content distributed under any licensing model that purports to (i) require the distribution of or access to content or source code of any Customer Application or any software into which the Customer Content or Customer Data is incorporated, or (ii) restrict the ability to charge for commercial use or distribution of the content, Customer Application or any software into which the Customer Content or Customer Data is incorporated. Customer agrees not to combine the Software, including any Customer Application with any open source software that would require the distribution of or access to the source code of the Customer Application or Software, or restrict Cycle's ability to distribute or charge for the Software in any way.

c. <u>Cycle Warranties</u>.

(1) Cycle represents and warrants that (i) the Services will be performed in a professional and workmanlike manner, (ii) the Services will conform in all material respects to the description and requirements of the Services set forth in this Agreement and the applicable Order Form, and (iii) its performance of the Services will be in compliance with all applicable laws.

(2) Any Software licensed to Customer pursuant to an applicable Order Form shall, during the Order Form Term, materially conform to the Documentation relating to the Software, if any, provided by Cycle to Customer and any specifications or requirements expressly provided in the Order Form; provided that in the event the Software does not conform to the specified Documentation, specifications, or requirements, Customer's exclusive remedy shall be to have Cycle repair, modify or replace the Software per the terms of the support and maintenance services set forth in the Cycle Success Plan.

(3) Cycle represents and warrants that no Software will contain open source software distributed under any licensing model that purports to (i) require the distribution of or access to source code of any Customer Application or any software into which the Customer Application is incorporated, or (ii) restricts the ability to charge for commercial use or distribution of the Customer Application or any software into which the Customer Application is incorporated.

12. <u>Limitation</u>. UNLESS ADDITIONAL OR DIFFERENT WARRANTIES ARE EXPRESSLY AGREED IN A SEPARATE WRITING SIGNED BY THE PARTIES, THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT ARE EACH PARTY'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

13. <u>Independent Contractors.</u> The parties are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

14. <u>Marketing.</u> Customer agrees that Company may use Customer's name and logo to identify Customer as a Company customer on Company's official websites and other marketing materials. Customer may provide Company with reviews and evaluations of Company's Software, Support and Services

and suggestions for modifying and improving Company's Software, Support and Services, (cumulatively the "Feedback"). Customer agrees that Company will have the unrestricted royalty-free right to copy, display and use Customer's Feedback and that Company will own all of the rights in any new or revised Software, Support or Services that Company creates that include, embody or are based on Customer Feedback.

15. General.

   a. *Notices*. Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by (i) registered or certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight delivery service, (iii) delivered personally, or (iv) sent via electronic mail or facsimile and receipt of such is confirmed by responsive communication. Unless Cycle is otherwise notified in writing, Customer's address for notice purposes shall be Customer's address provided as part of Customer's billing information. All notices shall be deemed to have been given upon receipt or, if earlier, two (2) business days after being deposited in the mail as required above.

   b. *Amendment*. This Agreement may not be amended or modified except through a written agreement executed by authorized representatives of each party.

   c. *No Waiver*. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

   d. *Assignment & Successors*. Neither party shall assign, sell or transfer this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party; provided, however, that either party may assign this Agreement without consent, but with written notice, to any of its affiliates or a successor in the event of any sale of all or substantially all of the business of the party whether by sale of assets, merger, reorganization or otherwise. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

   e. *Choice of Law & Jurisdiction*. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

   f. *Severability*. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

   g. *Conflicts among Attachments*. If there is any conflict between the provisions of this Agreement and an Order Form, the Order Form will control.

   h. *Force Majeure*. Each party shall be excused from its obligations under this Agreement (other than payment obligations) and shall have no liability for any resulting loss or damage in the event and to the extent its performance is delayed or prevented by any circumstance beyond its reasonable control, including without limitation fire, flood, public health emergency, epidemic, pandemic,

explosion, act of any government, third-party interference that could not be mitigated through implementation of industry standard security measures, act of God or of the public enemy, strike or other labor dispute, and any civil disturbance (each a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than sixty (60) consecutive days, either party may terminate this Agreement or any applicable Order Form without penalty, and with no further obligation to the other party.

i. *Entire Agreement*. This Agreement, including the applicable Order Forms and any exhibits, sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

j. *Counterparts*. This Agreement may be executed in any number of counterparts and each will be considered an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Slight variations in the form of signature page counterpart executed by any party hereto (including different footnotes or document numbers) shall not invalidate any such counterpart signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER NAME   **CYCLE, INC.**

_____   _____
Name (Please Print)   Name (Please Print)

_____   _____
Title (Please Print)   Title (Please Print)

_____   _____
Signature   Signature

_____   _____
Date   Date

EXHIBIT A

CYCLE SUCCESS PLAN

Purpose & Scope

The Cycle Success Plan describes Cycle Labs' standard customer success practices and support offerings designed to best position customers to realize value from the Cycle Test Automation Platform. Engagements described herein are provided in accordance with an applicable Order Form, Statement of Work (if any), and the Master Services Agreement.

Expertise

Customer Success Manager (CSM)
A dedicated Customer Success Manager will be assigned to your account to help ensure your success with the Cycle Test Automation Platform. The CSM provides proactive support through regular check-ins and ongoing communication, working closely with your team to drive outcomes aligned with your goals. Achievement of success outcomes depends on active customer participation and adherence to recommended practices.

Success Path & Reviews
The CSM and Cycle Labs team will collaborate with you to define success criteria and build a strategic plan to achieve your objectives. This success path will be reviewed regularly to ensure continued progress, remove any blockers, and uncover new opportunities for expanding your use of Cycle as existing goals are met.

Best Practices & Guidance
Cycle Labs will share proven best practices based on years of successful customer engagements. Guidance is available in areas including:

- Functional testing
- Performance testing
- Continuous testing
- Test suite scope development
- Test writing and maintenance
- Test data management
- Behavior-driven automation
- Test specifications, and more.

Monthly & Quarterly Engagements

Monthly check-ins and Quarterly Business Reviews may be conducted based on the applicable support plan and mutual availability. These sessions are intended to support alignment, feedback exchange, and planning, and do not guarantee specific outcomes.

Professional Services & Scope Boundaries

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Certain enablement, coaching, training, implementation, or consulting engagements described in this plan may require a separate Cycle Delivery Block (Statement of Work) and are not included unless expressly identified in an applicable Order Form.

Monthly Check-Ins
We believe regular two-way communication is essential to maximize the value of Cycle. Monthly 30-minute check-ins with your CSM provide an opportunity to:

- Review progress
- Address questions and challenges
- Schedule follow-up enablement sessions
- Share product updates and roadmap insights
- Capture and act on your feedback

Quarterly Business Reviews (QBRs)
QBRs offer a strategic touchpoint to assess overall success, measure ROI, and align on future initiatives with the Cycle Labs team.

Enablement

Installation & Setup Support
Cycle Labs may provide advisory assistance related to installation and setup of Cycle tools. Hands-on implementation assistance, extended troubleshooting, or environment-specific configuration may require a professional services engagement.

Our team can be made available, upon request and subject to availability, to support installation and setup of all Cycle tools, including:

- Cycle Automation Platform
- Cycle Testing VS Code Extension
- Cycle Chrome Recorder
- Test Libraries

Security and network policies can often present installation challenges. Cycle Labs may engage with your IT, network, and infosec teams as needed to help ensure a smooth setup process.

Expert Coaching Sessions
Cycle Labs engineers bring deep expertise in implementing test automation solutions with Cycle. Coaching sessions provide targeted enablement to help your team:

- Interact with various system interfaces (e.g., web, terminal, desktop, APIs)
- Apply best practices for automated test authoring
- Build scalable, maintainable test suites

Code Reviews
To ensure high-quality and maintainable test projects, Cycle Labs offers code reviews upon request. Our team will evaluate your test repositories and provide recommendations for:

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- Framework structure
- Coding conventions
- File naming standards
- Opportunities for scalability and maintainability improvements

Instructor-Led Training
Cycle Labs offers a structured instructor-led course—the Cycle Developer Program. This program includes:

- Live, interactive workshops with experienced engineers
- Hands-on supplement to our on-demand Cycle University e-learning platform

Instructor-led training programs are offered periodically and are scheduled in coordination with customer availability. Training structure, duration, and participation requirements may vary and are finalized prior to delivery.

This training course is typically conducted over a 3 week period with an approximate participant commitment of 5.5 to 7 hours per week. There is an optional 4th week for system-specific training. We work with your team to schedule training based on your needs and availability.

Technical Health

Technical reviews and architecture consultations may be provided upon request and subject to support tier, availability, and applicable services agreements. Recommendations are advisory in nature.

Annual Cycle Project Review
Cycle Labs may conduct an annual review of Cycle projects, upon request and subject to the applicable support plan or services agreement, to:

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- Ensure alignment with best practices
- Identify efficiency opportunities
- Recommend new features or functionalities that may improve test quality or reduce burden of maintenance

Test Architecture Consultations
We provide expert guidance on test infrastructure and architecture aligned with your automation goals. Consultation topics include:

- Device provisioning for test execution
- Development and execution workflows
- Source code management using code repositories
- Integration with test management, issue tracking, and alerting tools

Continuous Testing Consultations
Our Cloud Engineering team provides guidance and best practices to support integration of Cycle with your CI/CD pipelines. We have extensive experience deploying Cycle across platforms such as:

- Jenkins
- Azure DevOps

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- AWS CodePipeline
- Bitbucket
- GitHub Actions
- GitLab

We'll work with your engineering team to build a robust and scalable continuous testing workflow tailored to your environment.

Enterprise Support

Support response targets apply only to issues classified according to Cycle Labs' Support Policy. Response time refers to initial acknowledgment and engagement and does not represent a guaranteed resolution time. Availability and response targets may vary by support tier.

24/7 Priority Coverage
The Cycle Labs Help Desk is monitored 24/7, ensuring that our experts are available to assist teams regardless of location or time zone.

1-Hour Critical Response Time
Critical issues that result in the inoperability of Cycle are prioritized and escalated immediately. Our team will respond within 1 hour to begin resolution. Response time refers to initial engagement, not necessarily resolution.

Product Engineering Support
Our engineering team is available to provide advanced technical support for issues requiring deeper platform knowledge or troubleshooting expertise.

Product Management Engagement
Access to our product management team to discuss the current product roadmap and provide functionality or enhancement suggestions to help your team realize more value from the Cycle Platform.

Access to product roadmap discussions is provided for planning and informational purposes only and does not constitute a commitment to deliver specific features or functionality within any timeframe