Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of _____ (the "**Effective Date**"), is by and between Estimate AI Solutions, LLC, a limited liability company organized under the laws of the State of Georgia, with a business address at 149 Sunshine Drive, Adel, GA 31630 ("**Provider**"), and

_____ ("**Customer**")
Customer Name

_____ ("**Customer Address**")
Customer Address

_____ ("**Customer Contact**")
Customer Contact Name

_____ ("**Customer Contact Email**")
Customer Contact Email Address

Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

Software Services, Pricing and Authorized Users

"**Services**" means the software-as-a-service offering described in Section A, and any other services provided by Provider to Customer. "**Project**" means the Project function in the Estimate AI software platform, to compare and reconcile particular estimates comprising some number of pages. Usage of Projects is tracked and reported within the Estimate AI Solutions tool dashboard.

A. SELECTION OF SERVICES: *Please check applicable box(es) for desired services (see description below).*

☐	Estimate AI Solutions AI Estimate Assistant - Integrated Module
☐	Estimate AI Solutions AI Estimate Assistant - Unintegrated Module
☐	Estimate AI Solutions AI Estimate Assistant - QA Module

AUTHORIZED USERS:

The number of users authorized to access and use the Services is _____.

About the Services:

Estimate AI offers two versions of its subscription-based platform to streamline estimate reconciliation, both resolving estimate discrepancies but with distinct workflows, and a Quality Assurance module:

- **Unintegrated Module:** A standalone mode for users without API-level integration into Verisk's Xactimate estimate generation software. It allows manual PDF uploads, comparisons, and reconciliations.
- **Integrated Module:** Automatically imports and returns Verisk Xactimate estimates to and from the user's estimate creation software dashboard. User is presented with auto-detected differences, currently a manual process, and allowed to accept suggested corrections or input their own reconciliation. Hence the "Human in the loop AI" description. API level integration enables seamless compatibility with Verisk's ecosystem.
    - *Integrated Module requires Xactware ID, XactNet Address, and Verisk Verification Document*.
- **Quality Assurance (QA) Module:** Our QA tool leverages **AI-driven automation** to review adjuster-prepared property claim estimates for compliance with carrier-specific guidelines and rule sets. Each carrier has unique requirements, and traditionally, a single QA adjuster manually reviews up to 50 estimates daily against up to 100 rule sets, resulting in significant delays in initial claim payments and high operational costs. In fact, QA can account for **up to 40% of an independent adjuster firm's expenses**.

    The QA tool transforms this process by:
    - **Rapid Compliance Checks:** Instantly identifies items out of compliance with carrier rules.
    - **Actionable Insights:** Explains why an item is non-compliant and suggests the correct adjustment.
    - **Flexible Controls:** Allows QA reviewers to add notes or override flagged items.
    - **Streamlined Workflow:** Custom interface enables importing the adjuster's PDF estimate, selecting the carrier, and initiating automated review.
    - **ROI for IA Firms:**
      By reducing manual QA time, accelerating initial payments, and cutting QA-related costs, firms can expect:
    - **Significant cost savings** (up to 40% reduction in QA overhead).

B. TERM OF SOFTWARE SERVICES; RIGHT TO CANCEL:

1 (one) month beginning with the Effective Date ("Initial Term"), subject to auto renewal for additional **1 (one) month** renewal terms as provided in this Agreement.

If Customer requests to cancel the subscription: cancellation will be effective at the end of the current monthly term.

C. FEES FOR SOFTWARE SERVICES: Fees for the Integrated Module, Unintegrated Module, and QA Module are as follows.

Integrated Module (monthly prepaid pricing):

- **Base price**: $375 per user per month, includes 25 prepaid Projects per user per month.
    - Unused Projects will roll over to the subsequent month.

- **Price per additional use:** $15 per Project (above the included 25 Projects).
- You may select the number of users and project volume for each user.
- One time introductory package 1000 uses $5000 or 2000 uses $10,000

Unintegrated (standalone) Module

Flat fee pricing:

- $325 per user per month, or $3,000 per user per year for an annual subscription.
- Unlimited usage.
- You may select the number of users and project volume for each user.

Quality Assurance (QA) Module:

Monthly prepaid access includes:

- Standard rule set library.
- Pre-built access to standard rules.

Custom Rule Sets:

- $2,000 per custom rule set.
- Select up to **20 custom rule sets.**
- After purchase, a specialist will contact you within **24 hours** to configure your rule sets.

Monthly prepaid pricing:

- $375 per user per month, including 25 prepaid Projects per user per month
  - Unused Projects will roll over to the subsequent month.
- **Price per additional use**: $15 per Project (above the included 25 Projects).
- You may select the number of users and project volume for each user.
- One time introductory package 1000 uses $5000 or 2000 uses $10,000- Does not include Custom rule set up.

Billing Terms:

- Subscription Usage billed monthly prepaid (30-day cycle).
- Overages billed in next billing cycle
- Non subscription Invoices issued on the 5th of each month.
- Payment due by the 15th of each month.

D. THIRD-PARTY PRODUCTS

None.

Terms and Conditions of Services

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Additional Defined Terms.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. For the sake of clarity, Aggregated Statistics will not identify Customer or Customer's Confidential Information

(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer and Authorized Users whether distributed electronically as a PDF document, provided as a dedicated webpage, provide with the Service, or in hard copy form.

(e) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services but does not include Customer Data.

(f) "**Third-Party Products**" means any third-party products provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal business purposes. Provider shall provide Customer with the necessary usernames for each Authorized User, which may be an Authorized User's email address, and network links or connections to establish passwords to allow Authorized Users to access the Services. The total number of Authorized Users will not exceed the

number set forth in **Section A**, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if:

(i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law;

(ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or

(iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions, which shall be provided to Customer. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b) Support. The access rights granted hereunder entitle Customer to the support services described in **Exhibit A** following the Effective Date under this Agreement and thereafter.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in this Agreement without offset or deduction. Customer shall make all payments hereunder in U.S. dollars on the schedule set forth in this Agreement. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise

taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any payment period. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information.

(a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**").

(b) Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party.

(c) The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.

(d) On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, messaging capability of the Services, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**. The remedies set forth in **Exhibit A** are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER OVER THE PRIOR THIRTY (30) DAYS.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY,

SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period stated in **Section B (**"**Initial Term**"). This Agreement shall automatically renew for additional periods of one month (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either Party provides written notice of termination prior to the expiration of the Initial Term or then-current Renewal Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemics, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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

ESTIMATE AI SOLUTIONS, LLC	CUSTOMER (as stated on first page of Agreement)
By:_____	By:_____
Name: **DELIALA CARLETON**_____	Name: _____
Title: **CEO**_____	Title: _____

EXHIBIT A

SERVICE LEVEL AND SUPPORT SERVICES EXHIBIT

The Service Levels and Support Services listed below are incorporated into the Agreement.

SERVICE LEVELS

1. Definitions.

(a) "**Downtime**" means any period during which the Services is not accessible or materially fails to operate in accordance with the Documentation excluding Scheduled Maintenance and Permitted Downtime.

(b) **"Permitted Downtime**" means Downtime resulting from (i) force majeure events, (ii) Customer's acts or omissions, (iii) internet or network issues beyond Provider's control, or (iv) use of the Services in violation of the Agreement.

(c) "**Credits**" have the meaning ascribed in Section 2(b) below.

(d) "**Scheduled Maintenance**" means pre-planned maintenance communicated to Customer with at least seventy-two (72) hours' notice.

(e) "**Uptime**" means the percentage of total time during a calendar month that the Services are available and operational, excluding Scheduled Maintenance and Permitted Downtime.

2. Services Availability.

(a) Uptime Commitment. Provider will use commercially reasonable efforts to make the Services available 95% of the time in any calendar month, excluding Scheduled Maintenance and Permitted Downtime.

(b) Service Credits. If Provider fails to meet the Uptime Commitment, Customer is entitled to the following Service Credit**:**

Monthly Uptime	Service Credit (% of monthly Access Fee)
90.00% – 94.99%	5%
85.00% – 89.99%	10%
< 85.0%	25%

3. Claim Procedure. To receive a Service Credit, Customer must submit a written request within fifteen (15) days of the end of the month in which the Uptime Commitment breach occurred. Failure to do so waives the Service Credit for that month. Service Credit will be applied as a deduction from the balance due on provider's next invoice to Customer. In no event will Service Credit be issued as a cash refund.

4. Support Services.

(a) Materials. The Documentation provides description of certain issues that can be resolved by following instructions in the Documentation. The Services further provide frequently asked questions that address common issues.

(b) Support Process. The Services provide trouble ticket functionality for the Customer or Authorized User to create a trouble ticket, describe the issue, and submit the trouble ticket for resolution.

(c) Response Times.

Severity Level	Description	Initial Response Time	Status Updates	Target Resolution Time
1 - Critical	Services unavailable or data loss	4 hours	Every 4 hours	1 business day
2 - High	Major functionality impacted	8 hours	Every 8 hours	2 business days
3 - Medium	Partial, non-critical issues	1 business day	Every 2 business days	5 business days
4 - Low	Minor issues or general questions	2 business days	Weekly	As appropriate

5. Maintenance and Updates.

(a) Scheduled Maintenance. Scheduled Maintenance shall not exceed eight (8) hours per month and shall be performed during off-peak hours (such as weekend days 12:00 AM ET – 4:00 AM ET]).

(b) Emergency Maintenance. Provider may perform emergency maintenance without prior notice when necessary to protect the security or integrity of the Services.

6. Exclusions. The Service Levels and Support Services set forth in this **Exhibit A** do not apply to: (i) Downtime caused by Customer's equipment or third-party integrations; and (ii) abuse, misuse, or use in violation of the Agreement

7. Reporting and Review. Upon Customer's written request, Provider will provide a monthly Service Levels and Support Services report summarizing uptime and support case metrics.

8. Entirety. This **Exhibit A** is subject to the terms and conditions of the Agreement. In the event of conflict, this **Exhibit A** shall govern with respect to support and service level matters.

TICKETING SYSTEM WORKFLOW

1. Ticket Submission

(a) The user submits a ticket through the system.

(b) The ticket is initially received by the Admin.

2. Ticket Assignment

(a) The Admin reviews the ticket and assigns it to the appropriate team: either Sales or Customer Support, based on the nature of the request.

3. Ticket Handling

(a) The assigned Sales or Support team member reviews and works on the ticket.

(b) If they are able to resolve the issue, the ticket is closed.

(c) If further technical assistance is needed, the ticket is escalated to IT Support.

4. IT Escalation

(a) Once escalated, an email notification is sent to EZ Innovation for further action and resolution.