Master Subscription Agreement

(Revision October 2026)

This is a Master Subscription Agreement ("Agreement") between PSQuote, LLC, doing business as Qvado ("Qvado"), and You. This "Agreement" governs Your use of the services. By execution of an Order Form referencing this Agreement, you agree to the terms of this Agreement. If You do not agree to the terms of this Agreement, You are not authorized to use the Services. Your use of the Services shall constitute Your agreement and intent to be bound by the Terms. The person agreeing to this Agreement represents and warrants that they are authorized to enter into this Agreement on behalf of the party, entity, or organization using the Services.

1. Definitions.

Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:

- "Affiliate" means, with respect to any party, any person, partnership, joint venture, corporation, or other entity that directly or indirectly controls, is controlled by, or under common control with such party.
- "Agreement" means this Master Subscription Agreement
- "Application" means PSQuote or Qvado Forecast or any other application or service listed on an Order Form.
- "End User" means each of Your employees, consultants, contractors, partners, representatives, agents, or other individuals who are authorized by You to use the Application in accordance with this Agreement.
- "Fees" means the aggregate of all fees payable by You to Qvado for the use of the Services in accordance with this Agreement, plus all taxes in association with such fees
- "Order Form" means a purchase document specifying the Services and SAAS license rights to be provided by Qvado to You under the terms of this Agreement as well as the license duration and costs.
- "Salesforce" means the Salesforce.com software as a service (SAAS) platform, including, without limitation, the Salesforce CRM or Sales Cloud software.
- "Salesforce Platform" means the hosted platform as a service made available by Salesforce and commonly referred to as the force.com platform.
- "Services" means any of Qvado's software Applications ordered by you and named on an Order Form. Services include any updates, upgrades, patches, technology, documentation, material, modifications, enhancements, licensed third-party components, and product support that are ordered by You on an Order Form and made available by Qvado as part of a managed package on the force.com platform. "Services" herein does not include implementation, consulting, business analysis, project management, data migration, integration services, or Concierge

Support Services that may be provided by Qvado or any one of its Affiliates, partners, or third-party implementation service providers under a separate Master Services Agreement and Statement of Work.

- "You" or "Your" means the party entering into this Agreement with Qvado and includes the person, entity, or organization having control of the use of the Services.

2. Fees and Payment.

The Services will be provided by Qvado to You using a subscription model. Fees will be billed in advance as set forth in an Order Form and are due within 30 days of the date of the Invoice. All amounts owed on past due invoices will incur interest at the rate of 1.5% per month, calculated monthly, until such time as they are paid in full. If any invoice owed by you is more than 15 days past due, Qvado may, among its other remedies, suspend your access to the Services until such amounts are paid in full. Qvado will provide you with 10 days notice before suspending service and will not suspend its Services if you are disputing the amount of the charges in good faith, are cooperating and communicating diligently to resolve the dispute, and have paid the amount that is not disputed. You are solely responsible for payment of any goods and services taxes, sales taxes, value added taxes, and any excise taxes, as applicable, resulting from your purchase or use of the Services. All monetary amounts for licenses to the Services under this Agreement shall be paid in US dollars.

If Qvado has the legal obligation to pay or collect Taxes for which You are responsible under this section, You will reimburse Qvado for that amount unless You provide Qvado with a valid tax exemption certificate authorized by the appropriate taxing authority. We will calculate applicable Taxes based on the Primary Use Address as specified in the relevant Order Form. You will be responsible for assessing and paying any additional Taxes arising from Your use of Services at a different address, and provide Qvado with proof of payment of such additional Taxes on request. You will promptly notify Qvado of any changes to any of Your addresses specified in an Order Form. Should any payment for Services be subject to withholding tax by any government, You will remain liable to Qvado for the full amounts invoiced hereunder, without reduction, and provide proof of payment of such withholding tax, upon our request.

3. Intellectual Property Ownership.

Except for Third-Party Components referenced below, the Services, including all software, documentation, methodologies, processes, and all modifications, enhancements, updates, upgrades, derivative works, and other improvements thereto (collectively, the "Qvado Technology"), is and shall remain the sole and exclusive property of Qvado. No title to or ownership of the Services or any component thereof is transferred to You under this Agreement. Your rights are limited to the license expressly granted in Section 4 below.

If You, including any of Your authorized users provides Qvado with any suggestions, ideas, enhancement requests or recommendations, feedback, or any communications related to the Services (collectively, "Feedback"), You hereby assign to Qvado all right, title, and interest in and to such Feedback. To the extent such assignment is unenforceable, You grant Qvado a perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit such Feedback for any purpose, without restriction or obligation to You.

4. License Grant and Restrictions.

This Agreement governs your use and Qvado's delivery of the Services as set forth in an Order Form and any functionality restrictions or other limits referenced therein. The Services are for your internal use only and may not be used as a service for any third party. You may not attempt to copy, create derivative works, reverse engineer or access the source code for the Services. You understand and acknowledge that Your use of the Services will require an appropriate license to the Salesforce platform and, depending on the Service, appropriate licenses to Salesforce CRM or Sales Cloud. You agree that you will not use or authorize anyone to use the Services in a manner that is beyond your access rights to the Salesforce Platform granted to you by Salesforce. You agree that you will not use the Services in a manner that violates this Agreement or any restrictions on use as reflected herein or any Order Form. If you violate a contractual use limit or restriction, you will promptly, at Qvado's request, execute an Order Form with Qvado, and pay any resulting invoice, reflecting your actual usage of the Services.

Qvado may, at its sole discretion, update, improve, modify, or add new functionality to the Services, and your subscription to the Services is not contingent on the delivery of any future features or functionality.

5. Third Party Components

Third-Party Components means any software, libraries, or frameworks developed by third parties that are incorporated into the Services. Qvado represents and warrants that all Third-Party Components incorporated into the Services are used in compliance with their applicable license terms. A current list of these components is available at: https://qvado.ai/third-party-components/

6. Your Responsibilities

You are responsible for Your use of the Services and for compliance with the Agreement and any Order Forms.

You are responsible for all activity occurring under Your user accounts and will take commercially reasonable actions to prevent unauthorized access to, or use of, the Services. You agree that Qvado is not liable for any loss or damage arising from unauthorized access to, or use of, the Services.

You will appoint a representative to supervise and coordinate with Qvado the performance of your obligations under an ORDER FORM. The representative will coordinate with Qvado in a professional and prompt manner and will have the necessary expertise and authority to act on Your behalf.

You will provide Qvado with access to Your systems, data, personnel and documentation, as may reasonably be required to facilitate the provision and support of the Services. You grant Qvado the right to use, copy, display, or transmit Your data in any way within the Salesforce platform as necessary to provide the Services. In so granting, Qvado acquires no right, title, or interest in any of Your Data.

7. Qvado's Responsibilities

In addition to providing the Application, Qvado will provide reasonable web-based or email technical support to You during normal business hours (Eastern Standard Time). Qvado will make reasonable efforts to respond initially to your support queries within one business day of the Qvado's receipt of the support request. All Support is limited to the application itself and does not include assistance with data

issues, Salesforce Platform issues, customizations, implementation issues, non-Qvado applications, or hardware support.

Qvado is not responsible for Your inability to use the Services if Salesforce discontinues or suspends services to You.

8. Outage Policy

You understand and acknowledge that Qvado does not warrant that the Services will be uninterrupted or error free and that access to Qvado applications may occasionally be disrupted by things that are outside of Qvado's control (such as Salesforce Platform outages, Salesforce maintenance/release windows or internet outages). Any such disruption shall not be considered a breach of this agreement.

9. Security

You acknowledge and understand that the Services operate in conjunction with Salesforce CRM or Sales Cloud and may operate in conjunction with other non-Qvado applications on the Salesforce Platform. The Services do not transmit your data off the Salesforce Platform, and your data will remain hosted by Salesforce in accordance with your agreement with Salesforce. You agree that your data is adequately secured in accordance with Salesforce's Security and Privacy Architecture Documentation and Salesforce's DPA, and that Qvado is not responsible for securing any of Your data stored on the Salesforce Platform.

Qvado will use appropriate technical and organizational measures to help preserve the integrity, accuracy, and confidentiality of Your data. You are ultimately responsible for access to Your data. Qvado has no access to your data through the operation of the Applications themselves, but only insofar as you grant Qvado login access to your Salesforce org. Qvado will not provide anyone with access to Your data and will only access Your data as necessary in order to provide support for the Applications. Qvado will not use Your data in any way other than as specifically set forth in the DPA.

To the extent that the Services processes Personal Information in any way, Qvado's DPA, found at https://qvado.ai/data-processing-addendum, shall be applicable. You are responsible for the data that you enter onto the Salesforce Platform that may be used by the Services. Before using the Services to Process Personal Information, You are responsible for determining the suitability of the Services for your business and for complying with any applicable data and privacy laws and regulations. You will ensure that You have the necessary consents required for Processing Personal Information before entering any personal data into the Services. You will not collect, use, or disclose any Personal Information in connection with the Services, unless you have obtained all necessary consents under all Applicable Laws to do so.

10. Third Party Applications

The Services may permit You to connect the Services to third-party applications that are not provided by Qvado. Qvado is not responsible for and does not warrant or support any third-party application whether that application is recommended or not by Qvado for use in conjunction with the Services.

11. Support

You will direct all support inquiries related to the Services to Qvado and not to Salesforce.

12. Confidentiality

Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and the Salesforce platform (which is proprietary to Salesforce); and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants and Salesforce without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 12 (Confidentiality).

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

This Confidentiality provision supersedes any prior non-disclosure agreement between you and Qvado.

13. Term

This Agreement will commence upon your acceptance of this Agreement, and shall continue for one year or as set forth in an applicable Order Form. The Agreement will automatically renew for additional consecutive periods of the same length as the initial Term. The per-license price of any automatic renewal shall be the same as the current term unless Qvado gives notice of a price increase at least 60

days prior to the expiration of the term. Any price increase will not exceed 7% per annum unless the number of licenses are reduced for the renewal or the pricing was designated as promotional or one-time pricing in the relevant Order Form.

At the end of the initial term or at the end of any renewal term, either party may terminate this agreement (or reduce the number of licenses) by providing 30 days written notice to the other party. In the event of a reduction in the number of licenses at the end of a term, You agree to promptly deactivate the applicable users of the Services in your Salesforce environment. A failure to do so by the date of the termination of the subscriptions at issue is a violation of Your responsibilities under Section 6 of this Agreement.

A party may terminate this Agreement if the other party (a) materially breaches this Agreement and fails to cure the breach within 30 days after written notice by the non-breaching party detailing the breach, or (b) becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within 60 days. Termination of this Agreement will result in termination of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees owed to Qvado for the period prior to the effective date of termination. If you terminate this Agreement as a result of a breach by Qvado, Qvado will refund you any pre-paid fees for Services after the termination date.

14. Indemnification

If any action is instituted by a third party against You arising out of, or in connection with a claim that the Service or Support, as provided, infringes a copyright, registered patent or trademark, then Qvado shall indemnify and hold You, Your Affiliates and each such party's parent organizations, subsidiaries, officers, directors, employees, and agents harmless from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with a claim and will defend such action at its own expense on Your behalf and will pay all damages attributable to such claim which are finally awarded or paid in settlement of such claim. Qvado will, at its option and expense, and in addition to indemnifying Customer as set forth in this section: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Customer's access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current term of this Agreement. Qvado will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (i) after it has been modified by You or a third party without Qvado's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by or authorized by Qvado where the combination is the basis for the infringing activity. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF Qvado AND YOUR EXCLUSIVE REMEDY AGAINST Qvado FOR ANY INFRINGEMENT CLAIM.

You will defend Qvado against any claim, demand, suit or proceeding made or brought against Qvado by a third party: (1) alleging that Your use of the Services in breach of this Agreement infringes upon such third party's intellectual property rights or violates applicable law, or (2) arising from or related to the nature and content of personal data processed by Your use of the

Services and will indemnify Qvado from any damages, attorney fees and costs finally awarded against Qvado as a result of, or for any amounts paid by Qvado in settlement of, a claim against us arising from your misuse of the Services. The above defense and indemnification obligations do not apply if (1) the allegation does not specifically state that Your data or Your use of a Service in breach of this Agreement is the basis of the claim against Qvado, or (2) that the claim against Qvado arises from the use or combination of Your Data with software, hardware, data, or processes not provided by You, if Your data or use thereof would not infringe without such combination.

In order to seek defense and indemnification under this Section 14, the indemnified party must (a) give written notice of the claim promptly to the other party; (b) give the other party sole control of the defense and settlement of the claim; and (c) provide to the other party all available information and assistance.

15. Representations, Warranties, Exclusive Remedies, and Disclaimers

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

Qvado warrants that the Services will perform materially in accordance with the applicable descriptions and documentation of the Services at https://qvado.ai. Qvado warrants that it will not materially decrease the functionality of the Services during a subscription term. For any breach of an above warranty, Your exclusive remedies and limitations are those described in Sections 15 and 16 of this Agreement.

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non- infringement, to the maximum extent permitted by applicable law. Qvado does not guarantee that Services will be error-free or will meet Your requirements. Notwithstanding any other provision of this Agreement, You agree that Qvado will not be responsible or liable for acts or omissions of Salesforce.

16. Limitation of Liability

Limitation of Liability. Neither party's liability with respect to any single incident arising out of or related to this Agreement will exceed the amount paid by You hereunder in the 12 months preceding the incident, provided that in no event will either party's aggregate liability arising out of or related to this Agreement exceed the total amount paid by You hereunder. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability.

Exclusions. In no event will either party have any liability to the other party for any lost profits, revenues, goodwill or indirect, special, incidental, consequential, cover, business interruption or punitive damages, and in no event will either party's licensor have any liability under this Agreement for any damages, however caused, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such

damages or if a party's remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.

17. Audit

Qvado shall have the right to evaluate Your use of the Services to ensure compliance with this Agreement and any applicable Order Form.

18. Miscellaneous

Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. Each party agrees to the exclusive jurisdiction of the state and federal courts with subject matter jurisdiction located within Virginia.

Entire Agreement. This Agreement, together with all Order Forms and any Data Processing Addendum executed hereunder, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, or understandings between the parties, whether written or oral, relating to such subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

Survival. The parties hereby agree that the terms and conditions of this Agreement shall survive the termination to the extent necessary for the enforcement of the parties rights and obligations. For the sake of clarity, it is agreed that, at a minimum, Sections 2, 3, 12, 14, 15, 16, 17, and 18 shall survive the termination of this Agreement.

Publicity. Either party may publicly identify the other party as a customer or a vendor on their respective websites, using the other party's name and logo. Any press release discussing the purchase or use of the Services will be subject to the other party's prior written approval, which shall not be unreasonably withheld or unreasonably delayed.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, together with all Order Forms, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

Waiver. The waiver by any party hereto of a breach or a default of any provision of this Agreement by another party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party

Severability. If any provision of this Agreement is found to be contrary to law and therefore null and void, the remaining provisions of this Agreement will remain in effect.

Notice. Any notice of communication from one party to the other shall be in writing, in English, and sent via email, mail, or by personal delivery to the Account Contact listed on the Order Form. Either party may change the address for notices by providing written notice to the other party.