

# MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into by and between **meetSynthia.ai, inc.** ("Company") and the **Customer** who subscribes to the meetSynthia platform, including its sub-product BrandKey.ai.

## 1. DEFINITIONS

- 1.1 "**Platform**" refers to meetSynthia's Guardrail Management System, including BrandKey.ai.
- 1.2 "**Subscription**" refers to Customer's right to access and use the Platform under this Agreement.
- 1.3 "**Authorized User**" means any individual permitted by Customer to access the Platform.
- 1.4 "**Confidential Information**" refers to proprietary data shared under this Agreement.

## 2. SERVICES & SUBSCRIPTION

2.1 **Access & License:** Company grants Customer a non-exclusive, non-transferable right to use the Platform during the Subscription Term.

2.2 **Restrictions:** Customer shall not:

- (a) Reverse engineer, resell, or exploit the Platform;
- (b) Share access beyond Authorized Users;
- (c) Use the Platform for unlawful purposes;
- (d) Sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the **Synthia Services** to a third party (except as expressly permitted in this Agreement).

2.3 **Modifications:** Company may update features and functionalities at its discretion.

2.4 **SLAs:** By default, Company provides Standard SLA for the Customer.

Severity Level	Definition	Initial Response Time
Response Time for P1 Issues	Service is completely unavailable	4 business hours
Response Time for P2 Issues	Major functionality is impaired, but the service is still operational	8 business hours
Response Time for P3 Issues	Service is operational with minor issues or performance degradation.	1 business day
Response Time for P4 Issues	General inquiries or feature requests	2 business days

Support contact: Meetsynthia's contact details are as follows for all service and support options:

Email: support@meetsynthia.com

Any support requests need to be raised as a support email.

## 3. FEES & PAYMENT

### 3.1 Subscription Fees:

- Customer agrees to pay-per-user on an monthly or annual basis as defined in the Invoice.

3.2 **Billing & Auto-Renewal:** Unless agreed to elsewhere, automatically renews unless canceled before renewal.

3.3 **Payment Terms:** Payment is due within **30 days (Net 30)** from the invoice date.

3.4 **Late Payments:** If Customer fails to make payment within the Net 30 period, meetSynthia reserves the right to charge **interest on any overdue amounts at a rate of 1.5% per month (or the highest rate permitted by law, if less)** from the payment due date until the outstanding balance is paid in full. Failure to pay may also result in suspension of access until payment is received.

## 4. TERM & TERMINATION

4.1 **Term:** This Agreement remains in effect for one year and auto-renews unless terminated.

### 4.2 Termination:

- Either party may terminate with 30 days' notice before renewal.
- Company may suspend access for violations.

### 4.3 Free Trials:

- At its sole discretion, meetSynthia may offer free trial access to the Platform for a limited period.
- Free trials may be subject to additional terms specified at the time of the offer.
- meetSynthia reserves the right to modify or terminate any free trial at any time without notice.

4.4 **Effect of Termination:** Customer data will be retained for 30 days post-termination before deletion.

## 5. DATA PRIVACY & SECURITY

5.1 **Data Ownership:** Customer retains rights to its data.

5.2 **Security Measures:** Company follows industry standards to secure data.

5.3 **Usage Data:** Company may use anonymized data for improvements.

5.4 **HIPAA Compliance:** Customer acknowledges that the Platform is **not designed for HIPAA-regulated data**, and storing or processing HIPAA-protected information is prohibited.

## 6. INTELLECTUAL PROPERTY

6.1 **Ownership:** The Company retains all intellectual property rights in the Platform.

6.2 **Customer Feedback:** Company may use feedback to improve the Platform.

## 7. CONFIDENTIALITY

7.1 **Obligation:** Both parties shall protect Confidential Information.

7.2 **Exclusions:** Confidentiality does not apply to publicly available or independently developed information.

## 8. DISCLAIMERS & LIABILITY

8.1 **No Warranties:** The Platform is provided "as is" without warranties.

8.2 **Liability Cap:** Company's liability shall not exceed the total fees paid by Customer in the last six months.

## 9. GENERAL TERMS

9.1 **Governing Law:** This Agreement shall be governed by the laws of **New York**.

9.2 **Assignment:** Customer may not assign rights without prior written consent.

9.3 **Amendments:** Company may update this Agreement; continued use constitutes acceptance.

9.4 **Entire Agreement:** This Agreement represents the complete understanding between the parties.

By subscribing to meetSynthia.ai, inc., Customer agrees to these terms.