Master Subscription Agreement

VERSION 2.0 · EFFECTIVE OCTOBER 1, 2026

Preamble

This Master Subscription Agreement ("Agreement") is between StitchOps, Inc., a Delaware corporation ("StitchOps"), and the organization identified in an Order Form ("Customer"), and takes effect on the Effective Date. The individual signing or accepting this Agreement for Customer represents that they have authority to bind Customer.

1. Definitions

1.1 **"Acceptable Use Policy"** means the StitchOps Acceptable Use Policy at https://www.stitchops.io/legal/aup.

1.2 **"Affiliate"** means an entity that controls, is controlled by, or is under common control with a party, where control means owning or controlling more than 50% of the voting interests.

1.3 **"Agent"** means a Digital Worker, as defined in Section 14.1. Agents run on Execution Infrastructure as provided in Section 14.

1.4 **"Business Day"** means Monday through Friday, excluding United States federal holidays.

1.5 **"Confidential Information"** means (a) for Customer, its Customer Data and Credentials; (b) for StitchOps, the Service, Documentation, and the terms and pricing of this Agreement and all Order Forms; and (c) for each party, nonpublic

technical, business, security, and financial information that is marked confidential or that the receiving party should reasonably understand to be confidential.

1.6 **"Credentials"** means usernames, passwords, API keys, tokens, certificates, MFA secrets, and similar access information that Customer provides so the Service can reach Customer Systems.

1.7 **"Customer Data"** means electronic data, including Personal Data as defined in the DPA, that Customer or its Users submit to the Service or that the Service processes from Customer Systems.

1.8 **"Customer Systems"** means the third party applications, portals, desktop applications, directories, and infrastructure that Customer authorizes the Service to access or automate, including identity providers and HR systems.

1.9 **"Documentation"** means the then current StitchOps product user guides and technical documentation for the Service at **https://app.stitchops.io/docs**.

1.10 **"DPA"** means the StitchOps Data Processing Addendum at **https://www.stitchops.io/legal/dpa**.

1.11 **"Effective Date"** means the earlier of the date both parties sign the first Order Form or the date Customer first uses the Service.

1.12 **"Force Majeure Event"** means an event beyond a party's reasonable control and not caused by its negligence, such as natural disaster, war, terrorism, civil unrest, labor action, epidemic, government action, or a failure of utilities, the internet, or third party hosting providers.

1.13 **"Malicious Code"** means viruses, worms, time bombs, ransomware, and other code, files, or programs designed to harm, disable, or gain unauthorized access to systems or data.

1.14 **"Order Form"** means an ordering document signed by Customer and StitchOps, or by Customer and a StitchOps Partner, that specifies the Service, quantities, fees, and Term. Order Forms exclude preprinted or additional terms in any Customer purchase order.

1.15 **"Pilot Service"** means any trial, pilot, proof of concept, beta, preview, or early access version of the Service, whether or not a fee applies.

1.16 **"Professional Services"** means implementation, configuration, and support services described in an Order Form or Statement of Work, delivered by StitchOps or a StitchOps certified delivery partner.

1.17 **"Service"** means the generally available StitchOps platform and Agents that Customer subscribes to under an Order Form. The Service excludes Professional Services, Pilot Services, and Third Party Products.

1.18 **"StitchOps Partner"** means an authorized reseller, distributor, referral partner, or certified delivery partner of StitchOps.

1.19 **"StitchOps Work Unit"** means a usage based unit of measurement for the Service, as defined in an Order Form that uses it.

1.20 **"Statement of Work"** means a document that describes Professional Services and incorporates this Agreement by reference.

1.21 **"Support Policy"** means the StitchOps Support Policy at https://www.stitchops.io/legal/support.

1.22 **"Term"** means the subscription term stated in the applicable Order Form, including renewals.

1.23 **"Third Party Products"** means products and services not provided by StitchOps, including Customer Systems, that interoperate with the Service.

1.24 **"Users"** means the individuals, worker records, or other units of measurement for which Customer purchases a subscription, as defined in the applicable Order Form.

2. Services and Obligations

2.1 **Access to the Service.** During the Term, StitchOps will make the Service available to Customer under this Agreement and the applicable Order Form.

StitchOps grants Customer a limited, nonexclusive, nontransferable, nonsublicensable right for its Users to use the Service for Customer's internal business purposes in accordance with the Documentation. Agents are licensed, not sold, for use with the Service only.

2.2 **No reliance on future features.** Customer's purchase is not contingent on delivery of any future functionality, or on any public or private statement by StitchOps about future features.

2.3 **Availability.** StitchOps will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for scheduled maintenance, unavailability caused by Third Party Products or Customer Systems, and Force Majeure Events. Any uptime commitment or service credit applies only if stated in an Order Form.

2.4 **Support.** StitchOps will provide support as described in the Support Policy and at any additional support level stated in the Order Form. StitchOps will not materially reduce the support level purchased during the Term.

2.5 **Professional Services.** StitchOps will perform Professional Services as described in the Order Form or a Statement of Work. StitchOps may use certified delivery partners to perform them and remains responsible for their performance. While on Customer premises or Customer Systems, StitchOps personnel and delivery partners will follow Customer's reasonable written security and conduct policies provided in advance.

2.6 **Customer obligations.** Customer is responsible for all activity under its accounts and for its Users' compliance with this Agreement. Customer will comply with the Acceptable Use Policy. Customer will not: (a) resell, sublicense, lease, or otherwise make the Service available to anyone other than its Users, including as a service bureau or managed service, unless an Order Form allows it; (b) store or process in the Service any data subject to specific regulatory obligations, such as protected health information or payment card data, unless the Order Form, the DPA, or a Business Associate Agreement signed by both parties expressly covers it; (c) upload Malicious Code or unlawful material; (d) attempt to gain unauthorized access to, disrupt, or test the security of the Service, except through responsible

disclosure to **security@stitchops.io**; (e) copy, modify, or create derivative works of the Service; or (f) use the Service to build or support a competing product.

2.7 **Suspension.** If Customer's use of the Service in breach of this Agreement threatens the security, integrity, or availability of the Service or any Customer System, StitchOps may suspend the affected workflows, Agents, or accounts. StitchOps will use reasonable efforts to give notice and a chance to cure before suspending, limit the suspension to what is necessary, and restore access promptly once the issue is resolved.

3. Customer Systems, Automation, Credentials, and AI Features

3.1 **Authorization.** Customer represents that it is authorized to access each Customer System and to automate it as its workflows do, and that this use complies with the terms governing that Customer System and with applicable law. Customer authorizes StitchOps to access Customer Systems on Customer's behalf solely to perform the Service.

3.2 **Changes to Customer Systems.** Customer Systems may change their interfaces, APIs, or access controls without notice. StitchOps will use commercially reasonable efforts to update affected integrations as part of support. StitchOps does not warrant that any Customer System will remain automatable and is not responsible for outages, changes, or restrictions imposed by a Customer System provider.

3.3 **Credentials.** By default, Credentials stay in Customer's own credential vault, and Digital Workers retrieve them at run time to perform the Service. StitchOps stores Credentials only at Customer's request. Where StitchOps stores Credentials, it will keep them encrypted at rest and in transit and restrict access to personnel and systems that need it to perform the Service. In all cases, StitchOps will use Credentials only to perform the Service. Customer will keep Credentials current, use accounts with the minimum access the workflows require, and rotate or revoke Credentials when access is no longer needed.

3.4 **Automated actions.** Customer approves each workflow, including the rules that govern provisioning, deprovisioning, and access changes, before it runs against production Customer Systems. Actions the Service takes under approved workflows are taken on Customer's behalf, and Customer is responsible for the accuracy of the source data those workflows rely on.

3.5 **Agents on Customer infrastructure.** Where an Agent runs on Execution Infrastructure that Customer provides under Section 14.2, Customer is responsible for that infrastructure and for installing Agent updates that StitchOps makes available.

3.6 **AI Features are optional.**

(a) **Customer choice.** "AI Features" means features of the Service that use artificial intelligence, large language model, or other machine learning models, including AI assisted workflow building (such as the Stitch assistant and AI discovery sessions), AI action steps within a workflow, machine learning vision locators and optical character recognition, and connectors to third party AI assistants. AI Features are optional. Customer decides whether to use any AI Feature, based on its own needs and requirements. Customer can build and run workflows without any AI Feature, using the visual editor, the API, or manual configuration.

(b) **Deterministic execution and controls.** Digital Workers execute workflows deterministically. AI assisted workflow building, AI action steps, and connectors to third party AI assistants run only when Customer chooses to use them, and Customer can turn them off for its entire tenant or for individual workflows. Machine learning vision locators and machine learning optical character recognition are on by default and run only as a fallback, when a workflow's standard locators or text recognition cannot find what the workflow needs on screen. StitchOps will turn them off for Customer's entire tenant or for the workflows Customer names on Customer's written request to **support@stitchops.io**. StitchOps will confirm receipt within one Business Day and complete the change, and confirm it in writing, within three Business Days. If Customer makes the request in an Order Form or before its first production run, they will be off from that first run. When AI Features are off, a Digital Worker

does not call any AI model while executing a workflow, and vision locators and optical character recognition run without any machine learning model. Customer may record any of these choices in an Order Form, but no Order Form is required to make them.

(c) **Models.** By default, AI Features, including AI assisted workflow building, use a model that runs on the Digital Worker or through Inference Services that Customer provides under Section 14.2. At Customer's request, StitchOps may provide StitchOps Provided Inference from one or more of the providers StitchOps then offers, which Customer elects under Section 14.3. Only the model providers Customer elects process Customer Data to run AI Features. They, and any provider StitchOps uses to monitor and troubleshoot AI Features, are listed as subprocessors at **https://www.stitchops.io/legal/subprocessors**.

(d) **Output.** AI output may be inaccurate, incomplete, or inappropriate, whichever model produces it. Customer is responsible for reviewing AI generated workflows and output, and for confirming actions an AI assistant proposes, before they run in production or are relied on.

(e) **No training on Customer Data.** StitchOps does not use Customer Data to train AI models, and requires each provider it engages for StitchOps Provided Inference not to use Customer Data to train its models.

(f) **Third party AI assistants.** When Customer connects a third party AI assistant, that provider processes data under its own terms.

(g) **Customer provided models.** When AI Features use Inference Services that Customer provides, Customer's provider processes that data under Customer's own agreement with it, and is not a StitchOps subprocessor. Customer is responsible for that agreement, including its data protection, usage, and acceptable use terms, and for that provider's fees, capacity, availability, and output. StitchOps is not responsible for the acts, omissions, output, or availability of Customer's provider.

(h) **StitchOps Provided Inference.** When Customer elects StitchOps Provided Inference: (i) Customer will comply with the usage and acceptable use policies of each elected provider, which StitchOps will provide on request; (ii) StitchOps

may update the models and model versions it uses as providers release, change, or retire them, and may replace a provider with another offered provider after notice under the subprocessor terms of the DPA; (iii) each provider's availability, rate limits, and capacity apply, and an outage or limit of a provider is not a failure of the Service and does not count against any service level; and (iv) usage beyond any volume stated in the Order Form is charged at the rates in the Order Form, or, if none are stated, StitchOps may limit usage until the parties agree on rates.

3.7 **Third Party Products.** Customer's use of Third Party Products is at its own risk and governed by the terms of those products. StitchOps makes no warranty and has no indemnification obligation for Third Party Products.

4. Security and Data Protection

4.1 **Safeguards.** StitchOps will maintain administrative, physical, and technical safeguards to protect the security and integrity of the Service, Customer Data, and Credentials, as described in the security measures annex to the DPA.

4.2 **Audit reports.** StitchOps maintains a SOC 2 Type 2 report and HIPAA and GDPR Article 5 attestations from an independent auditor covering the StitchOps hosted Control Plane, or successor independent audits of equivalent scope. StitchOps will provide its current reports to Customer on request, subject to confidentiality, and will not materially reduce the protections described in them during the Term. Components that run on Customer's infrastructure, including Digital Workers, operate under Customer's own controls and are outside the scope of those reports.

4.3 **Security incidents.** StitchOps will notify Customer without undue delay, and in any event within 72 hours, after confirming unauthorized access to Customer Data or Credentials, and will provide information reasonably needed for Customer to respond, including which Credentials should be rotated.

4.4 **DPA.** To the extent StitchOps processes Personal Data for Customer, the DPA is incorporated into this Agreement. Signing an Order Form counts as signing the

DPA, including any Standard Contractual Clauses it contains.

4.5 **Data retrieval and deletion.** Customer may export its workflows and Customer Data during the Term and for 30 days after it ends. Within 30 days after that export period ends, StitchOps will delete Customer Data and Credentials, except copies retained in routine backups or as required by law, which remain protected under this Agreement until deleted.

5. Confidentiality

5.1 **Protection.** Each party will protect the other's Confidential Information with at least the care it uses for its own similar information, and never less than reasonable care. Each party will use the other's Confidential Information only to perform under this Agreement.

5.2 **Permitted disclosure.** A party may share Confidential Information with its Affiliates, employees, contractors, delivery partners, and advisors who need to know it and are bound by confidentiality obligations at least as protective as these. Each party is responsible for breaches by those recipients.

5.3 **Exclusions.** Confidential Information excludes information that is or becomes public through no fault of the receiving party, was known to it before disclosure, is received lawfully from a third party without restriction, or is independently developed.

5.4 **Compelled disclosure.** If the law requires disclosure, the receiving party will give prior notice where legally allowed and reasonable help, at the disclosing party's expense, if the disclosing party wants to contest it.

5.5 **Remedies and return.** A breach of this Section may cause irreparable harm, so the disclosing party may seek injunctive relief in addition to other remedies. On written request, the receiving party will return or destroy the other party's Confidential Information, except copies retained under law, retention policies, or routine backups, which stay subject to this Section.

6. Ownership, Feedback, and Usage Data

6.1 **Customer Data and workflows.** As between the parties, Customer owns its Customer Data and the business logic of its workflows. Customer grants StitchOps, its Affiliates, and its delivery partners a limited license during the Term to host, copy, transmit, and process Customer Data as needed to provide the Service and Professional Services. Customer is responsible for the accuracy, quality, and legality of Customer Data.

6.2 **StitchOps ownership.** StitchOps and its licensors own the Service, Agents, Documentation, connectors, templates, and all improvements to them, including general know how gained from Professional Services. StitchOps grants Customer a nonexclusive, royalty free right to use any Professional Services deliverables for its internal use with the Service during the Term. All rights not expressly granted are reserved.

6.3 **Feedback.** StitchOps may use any suggestions or feedback from Customer or its Users without restriction or obligation. Feedback excludes Customer Data and Customer Confidential Information.

6.4 **Usage Data.** StitchOps owns data about the operation of the Service, such as execution logs, performance metrics, error rates, and the types of Customer Systems automated ("Usage Data"). StitchOps may use Usage Data to operate and improve the Service, provided that any Usage Data shared outside StitchOps is deidentified or aggregated so it does not identify Customer or any individual.

7. Fees, Taxes, and Partner Purchases

7.1 **Fees.** Customer will pay the fees in each Order Form ("Fees"). Fees may be based on the number of connected applications, HR sources, or Users (for example, per User per month), on organization size, on StitchOps Work Units, or on another metric stated in the Order Form. Unless the Order Form says otherwise, Fees are invoiced annually in advance and due within 30 days of the invoice date. Except as this Agreement expressly provides, Fees are noncancelable and nonrefundable.

7.2 **Late payment.** If undisputed Fees are not paid when due, StitchOps may (a) charge interest at the lesser of 1.5% per month or the maximum rate allowed by law, and (b) suspend the Service after 15 days written notice until paid. StitchOps will not charge interest or suspend while Customer disputes charges reasonably and in good faith and cooperates to resolve the dispute.

7.3 **Expenses.** Customer will reimburse reasonable travel and out of pocket expenses for Professional Services only when approved in writing in advance and supported by receipts.

7.4 **Taxes.** Fees exclude taxes, duties, and similar assessments, including sales, use, value added, and withholding taxes. Customer pays all such taxes except those based on StitchOps's net income or property, unless Customer provides a valid exemption certificate.

7.5 **Purchases through a StitchOps Partner.** If Customer buys through a StitchOps Partner, the commercial terms, including price and payment, are set in Customer's agreement with that partner and are not binding on StitchOps. Customer pays the partner, and this Agreement still governs Customer's use of the Service. If the partner fails to pay StitchOps, StitchOps may suspend the Service after notice to Customer.

7.6 **Affiliate purchases.** A Customer Affiliate may purchase under this Agreement by signing its own Order Form. Each such Order Form forms a separate agreement between StitchOps and that Affiliate.

8. Warranties and Disclaimer

8.1 **Mutual.** Each party warrants that it has authority to enter into this Agreement and that its signatory is authorized to bind it.

8.2 **Service.** StitchOps warrants that during the Term (a) the Service will perform materially as described in the Documentation, and (b) StitchOps will not materially decrease the overall functionality or security of the Service. If the Service does not conform, StitchOps will use commercially reasonable efforts to correct it at no charge. If StitchOps cannot correct it within a reasonable time after Customer's

written notice, Customer may terminate the nonconforming Service and receive a pro rata refund of prepaid, unused Fees for it. This is Customer's sole remedy for breach of this warranty unless the breach is material and Customer terminates under Section 12.2.

8.3 **Professional Services.** StitchOps warrants that Professional Services will be performed in a professional and workmanlike manner by qualified personnel. If Customer notifies StitchOps of a nonconformity within 30 days after delivery, StitchOps will reperform the services or, if it cannot, refund the Fees paid for the nonconforming portion.

8.4 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, STITCHOPS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. STITCHOPS DOES NOT WARRANT THAT WORKFLOWS WILL RUN WITHOUT INTERRUPTION OR ERROR, THAT AI FEATURES WILL PRODUCE ACCURATE OUTPUT, OR THAT CUSTOMER SYSTEMS WILL REMAIN AUTOMATABLE. PILOT SERVICES AND THIRD PARTY PRODUCTS ARE PROVIDED WITHOUT WARRANTY.

9. Limitation of Liability

9.1 **General cap.** EXCEPT AS PROVIDED IN SECTIONS 9.2 AND 9.3, EACH PARTY'S TOTAL LIABILITY, TOGETHER WITH ITS AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND PAYABLE TO STITCHOPS OR A STITCHOPS PARTNER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS BEFORE THE MOST RECENT INCIDENT (OR, FOR CLAIMS IN THE FIRST YEAR, THE FEES FOR THE FIRST 12 MONTHS).

9.2 **Data and confidentiality cap.** FOR CLAIMS ARISING FROM A BREACH OF SECTION 3.3 (CREDENTIALS), SECTION 4 (SECURITY AND DATA PROTECTION), OR SECTION 5 (CONFIDENTIALITY), EACH PARTY'S TOTAL LIABILITY WILL NOT EXCEED TWO TIMES THE AMOUNT IN SECTION 9.1.

9.3 **Indemnity cap.** EACH PARTY'S TOTAL LIABILITY UNDER SECTION 10 WILL NOT EXCEED THREE TIMES THE AMOUNT IN SECTION 9.1.

9.4 **Excluded damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF USE, COVER, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

9.5 **Application.** These limits apply under any theory of liability, but do not limit Customer's obligation to pay Fees, a party's liability for gross negligence, willful misconduct, or fraud, or liability that cannot be limited by law.

10. Indemnification

10.1 **By StitchOps.** StitchOps will defend Customer against any claim by an unrelated third party alleging that the Service, as provided by StitchOps, infringes that party's patent, copyright, trademark, or trade secret, and will pay the final judgment or a settlement StitchOps approves. StitchOps may (a) obtain the right for Customer to keep using the Service, (b) modify or replace it with a noninfringing equivalent, or (c) terminate the affected Service and refund prepaid, unused Fees for it. StitchOps has no obligation for claims arising from Customer Data, workflows Customer designs, output generated by an AI Feature, modifications not made by StitchOps, combination with Third Party Products or Customer Systems, use not in line with this Agreement, or continued use after StitchOps asks Customer to stop.

10.2 **By Customer.** Customer will defend StitchOps against any third party claim arising from Customer Data, Customer's lack of authorization to access or automate a Customer System, or Customer's use of the Service in violation of law or this Agreement, and will pay the final judgment or a settlement Customer approves.

10.3 **Procedure.** The indemnified party must give prompt written notice of the claim, reasonable cooperation at the indemnifying party's expense, and sole control of the defense and settlement. No settlement may admit fault on behalf of the indemnified party without its consent.

10.4 **Exclusive remedy.** This Section 10 states each party's sole obligation and exclusive remedy for the claims it covers.

11. Customer Mention

StitchOps will not use Customer's name or logo to identify Customer as a StitchOps customer without Customer's prior written consent, which an Order Form may provide. Any use will follow Customer's written guidelines and does not imply Customer's endorsement.

12. Term and Termination

12.1 **Term and renewal.** This Agreement starts on the Effective Date and continues until all Order Forms have expired or been terminated. Each subscription runs for the Term in its Order Form. Unless the Order Form says otherwise, subscriptions renew automatically for a period equal to the expiring Term unless either party gives notice of nonrenewal at least 30 days before the Term ends. StitchOps will remind Customer of an upcoming renewal at least 60 days before it occurs.

12.2 **Termination for cause.** Either party may terminate this Agreement or an affected Order Form by written notice if the other party (a) materially breaches and does not cure within 30 days after notice, or (b) becomes subject to bankruptcy, insolvency, receivership, liquidation, or an assignment for the benefit of creditors.

12.3 **Refund on termination by Customer.** If Customer terminates under Section 12.2, StitchOps will refund the prepaid Fees covering the remainder of the Term and any prepaid Fees for Professional Services not yet delivered.

12.4 **Effect.** When this Agreement or an Order Form ends, Customer's rights under it end and Customer will stop using the affected Service, except to export Customer Data under Section 4.5. StitchOps will disable workflows and Agents tied to the ended Order Form. Unless Customer terminates under Section 12.2 or Section 8.2, or StitchOps terminates an affected Service under Section 10.1(c), termination does not relieve Customer of Fees owed for the rest of the Term. A breach or termination of one Order Form does not affect any other Order Form.

12.5 **Survival.** Sections 1, 4.5, 5, 6, 7, 8.4, 9, 10, 12, and 15 survive termination or expiration.

13. Pilots and Preview Services

13.1 **Use.** StitchOps may offer Pilot Services, with or without a fee, for the period stated in an Order Form or pilot agreement. Pilot Services end at the earlier of that period's end, the start of a paid subscription to the same Service, or termination by StitchOps on notice.

13.2 **No commitment.** StitchOps has no obligation to make any preview or beta feature generally available, and a generally available version may differ.

13.3 **Pilot terms.** Pilot Services are provided as is, without warranty, indemnity, or support commitments unless an Order Form states otherwise. StitchOps's total liability for Pilot Services will not exceed the greater of the pilot fees paid or US $1,000. Workflows and configurations built during a pilot carry over to a paid subscription if Customer signs one within 30 days after the pilot ends; otherwise they may be deleted.

14. Customer Infrastructure and Inference

14.1 **Definitions.**

(a) **"Control Plane"** means the StitchOps hosted services used to author, orchestrate, schedule, monitor, and report on workflows, including the StitchOps tenant, APIs, and administrative console.

(b) **"Digital Workers"** means the StitchOps software agents that execute workflows, whether deployed on a server, virtual machine, container, or desktop.

(c) **"Execution Infrastructure"** means the servers, virtual machines, containers, networks, and storage on which Digital Workers run.

(d) **"Inference Services"** means artificial intelligence, large language model, computer vision, and other machine learning services that Digital Workers call

while executing workflows when AI Features are in use under Section 3.6, along with the accounts, keys, and capacity used to access them. Inference Services are optional and are not required to build or run workflows.

(e) **"StitchOps Hosted Workers"** and **"StitchOps Provided Inference"** mean Execution Infrastructure or Inference Services that StitchOps supplies, as elected under Section 14.3.

14.2 **Customer Infrastructure by Default.** Unless an Order Form expressly elects otherwise under Section 14.3, Customer will provide, operate, and pay for (a) the Execution Infrastructure on which all Digital Workers run, and (b) any Inference Services that AI Features use. Customer is responsible for the availability, capacity, security, patching, and costs of that Execution Infrastructure and those Inference Services, including any fees charged by third party providers. StitchOps provides the Control Plane and the Digital Worker software only.

14.3 **Express Election Required.** StitchOps will provide StitchOps Hosted Workers or StitchOps Provided Inference only if an Order Form or a written amendment signed by both parties (a) uses the defined term "StitchOps Hosted Workers" or "StitchOps Provided Inference," (b) states the scope covered, and (c) states the applicable fees. No other language in any Order Form, statement of work, proposal, workflow activation record, email, or other document creates an obligation for StitchOps to host Digital Workers or supply Inference Services.

14.4 **Interpretation.** References in any Order Form or other document to the StitchOps "Platform," "managed runtime," "runtime," "tenant," or similar terms refer to the Control Plane and the Digital Worker software only. They do not mean StitchOps Hosted Workers or StitchOps Provided Inference unless Section 14.3 is satisfied.

14.5 **Precedence.** This Section 14 controls over any conflicting or ambiguous term in any Order Form, statement of work, or other document, whether signed before or after this Agreement, unless that document satisfies Section 14.3 and expressly states that it modifies this Section 14.

14.6 **Fees and Performance.** Fees, including any Fees based on StitchOps Work Units, are for the Control Plane and Digital Worker software and do not include

Execution Infrastructure or Inference Services, except as elected under Section 14.3. StitchOps is not responsible for any failure, delay, or performance shortfall caused by Customer's Execution Infrastructure or Inference Services, and those causes do not count against any service level.

14.7 **Customer Data.** Where Customer runs its own Execution Infrastructure and Inference Services, workflow data processed by Digital Workers stays in Customer's environment and with Customer's chosen providers, except for the metadata the Control Plane needs to orchestrate, monitor, and report on workflows.

15. General

15.1 **Assignment.** Neither party may assign this Agreement without the other's consent, which will not be unreasonably withheld. Either party may assign this Agreement in full, on notice, to an Affiliate or to a successor in a merger, acquisition, reorganization, or sale of substantially all its assets, provided any Fees due have been paid.

15.2 **Governing law and venue.** This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of law rules or the United Nations Convention on the International Sale of Goods. The parties consent to exclusive jurisdiction in the state and federal courts located in Delaware. The prevailing party in an action to enforce this Agreement may recover reasonable costs and attorneys' fees.

15.3 **Notices.** Operational and billing notices may be sent by email to the contacts in the Order Form. Notices of breach, termination, or indemnification claims ("Legal Notices") must be sent by personal delivery or recognized overnight courier to StitchOps, Inc., Attn: Legal, 2707 Arapahoe Avenue #180, Boulder, CO 80302, with an email copy marked "Legal Notice" to **legal@stitchops.io**, or for Customer, to the address and contact in the Order Form.

15.4 **Force majeure.** Neither party is liable for delay or failure to perform, other than payment obligations, caused by a Force Majeure Event. The affected party will use reasonable efforts, including its business continuity plans, to limit the impact.

15.5 **Subcontractors and delivery partners.** StitchOps may use subcontractors and certified delivery partners to provide the Service and Professional Services and is responsible for their performance and compliance with this Agreement. Subprocessors of Personal Data are listed at https://www.stitchops.io/legal/subprocessors.

15.6 **Independent contractors.** The parties are independent contractors. Nothing here creates a partnership, joint venture, agency, or employment relationship, and there are no third party beneficiaries.

15.7 **Export and sanctions.** Each party will comply with US export control and sanctions laws. Customer will not allow use of the Service in an embargoed country or by a restricted person. Each party represents that it is not a sanctioned or restricted party.

15.8 **Anticorruption.** Neither party has offered or received any bribe, kickback, or improper payment in connection with this Agreement. Reasonable business gifts and entertainment are not prohibited.

15.9 **US government use.** The Service is commercial computer software provided under the rights in this Agreement. A government agency that needs additional rights must negotiate a written addendum.

15.10 **Updates.** StitchOps may publish new versions of this Agreement. The version in effect when an Order Form is signed governs that Order Form until it renews. StitchOps may update the Documentation, DPA, Support Policy, Acceptable Use Policy, and other policies linked in this Agreement, and will notify Customer administrators by email at least 30 days before a material change takes effect. No update will materially reduce Customer's protections during the then current Term.

15.11 **Entire agreement and precedence.** This Agreement, the Order Forms, and the documents incorporated by reference are the entire agreement on this subject and supersede prior agreements, including the StitchOps Terms of Service, for Services purchased under an Order Form. Terms in any Customer purchase order, vendor portal, or intake system are void. If documents conflict, this order controls: (a) the Order Form, (b) the DPA, for matters concerning Personal Data, (c) this Agreement, (d) the Support Policy and Acceptable Use Policy, (e) the

Documentation, except that Section 14 controls as stated in Section 14.5. A term in an Order Form modifies this Agreement only if it expressly identifies the Section of this Agreement it modifies. Amendments must be in writing and signed by both parties. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be limited to the minimum extent necessary and the rest remains in effect.

15.12 **Electronic signatures.** The parties consent to electronic signatures, which are as binding as an original signature.

StitchOps, Inc., a Delaware corporation, 2707 Arapahoe Avenue #180, Boulder, CO 80302. Questions: legal@stitchops.io