Subscription Agreement

Platform Subscription Terms & Pricing Schedule

Exhibit A to the Master Services Agreement

Accelerate, LLC

Version 1.0, November 2026

This Subscription Agreement (this **"Subscription Agreement"**) is entered into under and incorporated into the Master Services Agreement between **Accelerate, LLC** ("**Accelerate**") and the reseller identified in the Order that references it ("**Reseller**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Master Services Agreement ("**MSA**"). This Subscription Agreement is Exhibit A to the MSA.

1. SUBSCRIPTION

1.1 Subscription Grant. Subject to the terms and conditions of the MSA and this Subscription Agreement and Reseller's payment of fees, Accelerate (i) has appointed Reseller (under the MSA) as a non-exclusive value-added reseller authorized to use the Platform to market and perform Implementation services to End Clients, and (ii) hereby grants to Reseller a limited, non-exclusive, non-transferable right for its Authorized Users to access and use the Platform during the Subscription Term (as defined below), solely to perform Implementations for End Clients up to the limits of Reseller's subscription tier, and for Reseller's internal training and demonstration purposes.

1.2 Tiers. Reseller's tier, annual subscription fee, one-time setup fee, Implementation Allowance (maximum number of Implementations Reseller may create in each Contract Year), and AI credits per Implementation are set out in the Pricing Schedule (attached as Annex A to this Subscription Agreement). The tier selected at signature is recorded in the Order.

1.3 Tier Upgrades. Reseller may upgrade its tier at any time upon written notice to Accelerate; the incremental annual fee shall be prorated for the remainder of the then-current Subscription Term and the new Implementation Allowance and AI credit terms shall apply immediately for the remainder of the then-current Contract Year. Downgrades in tiers shall take effect only at renewal of the Subscription Term.

1.4 Implementation Allowance; Additional Implementations. In each Contract Year, Reseller may create up to the number of Implementations stated in Annex A for its tier (the "Implementation Allowance"). "Contract Year" means each twelve (12) month period beginning on the start date of the Subscription Term or any anniversary of that date. An Implementation counts against the Implementation Allowance when it is created in the Platform. Completing, closing, or archiving an Implementation does not restore it to the Implementation Allowance. The only exception is an Implementation that is deleted within forty-eight (48) hours after its creation and before any AI feature has been used for it, which does not count. Unused Implementation Allowance does not carry over to the next Contract Year. Once Reseller has used its Implementation Allowance, the Platform will not allow additional Implementations to be created until Reseller purchases additional Implementations or the next Contract Year begins. Reseller may purchase additional Implementations at the rate stated in Annex A or an applicable Order. The Implementation Allowance does not restrict work on Implementations that have already been created.

1.5 AI Credits. Use of the Platform's AI features consumes AI credits. Each Implementation, including each additional Implementation purchased under Section 1.4, includes the number of AI credits stated in Annex A. On the Starter tier, an Implementation's AI credits may be used only for that Implementation.

On the Growth and Enterprise tiers, AI credits are pooled and may be used across all of Reseller's Implementations. Accelerate may apply reasonable usage limits, such as a limit on the share of AI credits used by in-app help. Reseller may purchase additional AI credits at any time at the rates stated in Annex A or an applicable Order. When the AI credits available to an Implementation are used up, AI features for that Implementation are unavailable until additional AI credits are purchased; all other Platform functions remain available. AI credits have no cash value, are non-refundable, and are not included in any refund of prepaid unused fees under the MSA, the SLA or the DPA.

1.6 Authorized Users. Each Authorized User, prior to its initial use of the Platform, shall be prompted to read, acknowledge, accept and agree to be bound by the End User Terms (a "**User Acceptance**"). Reseller hereby acknowledges and agrees that no Authorized User shall be permitted to access and use the Platform without such User Acceptance, each Authorized User will be bound by the terms and conditions of such User Acceptance, and each User Acceptance shall constitute the valid and legally binding obligation of each applicable Authorized User, enforceable against each applicable Authorized User. Each Authorized User shall establish its own account to access the Platform, along with a username and password. Reseller shall keep credentials of all Authorized Users secure and confidential, ensure only Authorized Users access the Platform, and remain responsible for its Authorized Users' acts and omissions. Accounts are per-individual and may not be shared.

2. RESTRICTIONS

2.1 Reseller and all End Clients and Authorized Users shall be subject to all restrictions related to the access and use of the Platform set forth on the AUP (Exhibit C to the MSA).

3. CLIENT DATA AND AI FEATURES

3.1 Client Data. The ownership and rights associated with Client Data and Aggregated Data are set forth in Section 6 of the MSA, and the processing of Client Data is governed in accordance with the DPA. Reseller is responsible for the accuracy and lawfulness of Client Data it or its End Clients submit, including obtaining any consents required to process the Client Data of End Clients through the Platform.

3.2 AI Processing Disclosure. Reseller acknowledges that the Platform transmits selected Client Data to third-party large language models hosted in Accelerate's cloud environment (currently Amazon Bedrock) to generate configurations, mappings, and other outputs. Accelerate's subprocessors are listed in the DPA. Accelerate and its AI subprocessors do not use Client Data to train generalized models, as further described in the DPA.

3.3 AI Output Responsibility. AI-generated output is provided as a drafting and acceleration aid. Reseller shall review and validate all output before productive use for an End Client and is solely responsible for the professional services it delivers. Accelerate is not responsible for decisions made in reliance on unreviewed output.

4. FEES

4.1 Subscription and Setup Fees. Fees payable by Reseller in connection with the initial Subscription Term are stated in Annex A. Setup fees are one-time fees, invoiced at signature, and non-refundable once onboarding has commenced.

4.2 Renewal Pricing. Accelerate may adjust renewal pricing with at least sixty (60) days' notice before the end of the then-current Subscription Term.

4.3 Payment. Payment terms are as stated in the MSA (annual in advance, net 30, unless an Order expressly states otherwise).

5. TERM; RENEWAL; TERMINATION

5.1 Subscription Term. The initial term of this Subscription Agreement (the "**Subscription Term**") shall commence on the start date stated in the Order and continue until the date that is twelve (12) months thereafter. The Subscription Term shall renew automatically for successive twelve (12) month terms unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days before the end of the then-current Subscription Term.

5.2 Termination. This Subscription Agreement, unless not renewed in accordance with Section 5.1 above, shall terminate upon termination of the MSA and may be terminated as provided in the MSA.

5.3 Data Export. For thirty (30) days after expiration or termination of the Subscription Term, Accelerate will make Client Data available for export in a commonly used machine-readable format at no additional charge to Reseller, after which Accelerate may delete Client Data in accordance with the DPA.

6. EXHIBITS

6.1 The following additional documents are incorporated into this Subscription Agreement: Annex A (Pricing Schedule); Service Level Agreement (Exhibit B to the MSA); Acceptable Use Policy (Exhibit C to the MSA); Data Processing Addendum (Exhibit D to the MSA); the End User Terms; and any Order applicable to the subscription hereunder.

Annex A. PRICING SCHEDULE

Tier	Annual Subscription	One-Time Setup Fee	Implementations per Contract Year
Starter	$15,000	$5,000	5 Implementations
Growth	$27,000	$7,500	10 Implementations
Enterprise	$48,000	$10,000	20 Implementations

AI credits per Implementation: 1,000 on every tier; pooled across Implementations on Growth and Enterprise.

Additional Implementation: $3,600 each, including 1,000 AI credits.

Additional AI credits: $5 per 100 credits; $20 per 500 credits.

Included in setup fee: tenant provisioning, initial administrator training, and onboarding of Reseller's first Implementation team.

Payment: annual subscription invoiced in advance at signature and at each renewal; setup fee invoiced at signature; additional Implementations and AI credits invoiced when purchased; net 30.