

BRANIA

Master Subscription & Services Agreement

Version 1.0 | Effective August 7, 2026 | <https://www.brania.ai/legal/msa>

This Master Subscription & Services Agreement (“Agreement” or “MSA”) is between BRANIA CORP, a Florida corporation (“BRANIA”), and the entity that accepts an Order Form referencing this Agreement (“Customer”). This Agreement governs orders for BRANIA subscription services, professional services and related services. Capitalized terms not defined in this Agreement have the meaning stated in the applicable Order Form or SOW.

ONLINE CONTRACTING

This Agreement is published at <https://www.brania.ai/legal/msa>. The version identified in the applicable Order Form is incorporated by reference and forms part of the parties’ contract.

1. Definitions

Affiliate. an entity that directly or indirectly controls, is controlled by, or is under common control with a party.

AI Functionality. artificial intelligence, machine learning, large language models, rules-based automation, predictive or generative functionality and related technologies used in the Services.

BRANIA Materials. the Services, software, models, methods, prompts, agents, templates, workflows, configurations, architecture, APIs, documentation, know-how, designs, algorithms, improvements and other materials owned or developed by BRANIA or its licensors, excluding Customer Data.

Customer Data. data, content, records, instructions, files and materials submitted to, stored in, transmitted through, or made available to the Services by or for Customer, including Personal Data.

Documentation. BRANIA documentation, online policies and written materials applicable to the Services.

Order Form. a BRANIA ordering document accepted by both parties specifying Services, scope, quantities, fees and term.

Personal Data. information relating to an identified or identifiable natural person, or equivalent term under applicable data-protection law.

Professional Services. implementation, configuration, integration, training, advisory and other professional services described in an Order Form or SOW.

Services. the BRANIA subscription services, Support Services and Professional Services ordered by Customer.

SOW. a Statement of Work agreed by the parties that describes Professional Services, deliverables, milestones, dependencies and acceptance.

Third-Party Service. technology, infrastructure, application, API, communications service, payment service, model or other product or service not owned by BRANIA that is used with or in delivery of the Services.

User. an individual authorized by Customer to access or use the Services.

2. Services and Orders

2.1 Use Right. Subject to Customer’s compliance with the Contract Documents and payment of applicable fees, BRANIA grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right during the applicable Term to access and use the subscribed Services solely for Customer’s internal business operations and only for the locations, entities, Users and scope identified in the applicable Order Form.

2.2 Orders. Services are purchased under Order Forms. Each Order Form is a separate commitment under this MSA. Additional locations, capabilities, environments, integrations, capacity or services require an additional Order Form or Change Order unless expressly included.

2.3 Users. Customer is responsible for its Users, credentials, access decisions and compliance with the Contract Documents. Customer will promptly disable access for individuals who no longer require it.

2.4 Product Evolution. BRANIA is an evolving software platform. BRANIA may update, replace, reconfigure or modify interfaces, workflows, models, architecture, infrastructure, underlying technologies or providers during a Term, provided BRANIA does not materially reduce the overall contracted functionality, security or availability of the subscribed Services. This Section does not require BRANIA to preserve any particular underlying vendor, model or technology.

3. Restrictions and Acceptable Use

- copy, reverse engineer, decompile, disassemble, derive source code from, or create derivative works of the Services except to the extent a restriction is prohibited by law;
- use the Services to build, train, benchmark or support a product or service that competes with BRANIA, or publicly disclose non-public performance, security or benchmark testing without BRANIA’s written approval;

- resell, sublicense, time-share, outsource, commercially exploit or provide the Services to third parties except for authorized Users and permitted Affiliates identified in an Order Form;
- circumvent usage limits, access controls, security safeguards, approval workflows or technical restrictions;
- use the Services unlawfully, to infringe rights, to send unlawful or unsolicited communications, or to process data that Customer lacks legal authority to process; or
- use the Services in violation of the Acceptable Use & Supplemental Terms at <https://www.brania.ai/legal/acceptable-use>.

4. Customer Responsibilities

- Provide accurate account, billing, legal and contact information and keep it current.
- Provide timely access to Customer systems, data, personnel, facilities, documentation, decision-makers and approvals reasonably required for delivery.
- Maintain the legal rights, consents, notices and permissions required for Customer Data, communications, recordings, AI processing, integrations and international transfers.
- Maintain Customer-controlled third-party licenses, accounts, credentials, systems and connectivity identified as Customer responsibilities.
- Review recommendations, AI outputs, automations and business decisions before acting where human review is required by the Contract Documents or applicable law.
- Maintain appropriate internal controls, backup/export practices for Customer-controlled systems, and security of User credentials and endpoints.

5. Fees, Invoicing and Taxes

5.1 Fees. Customer will pay the fees stated in each Order Form or SOW. Except as expressly stated otherwise, orders are non-cancellable and fees paid are non-refundable. Professional Services fees and subscription fees are independent commitments even when invoiced together.

5.2 Payment. Payment timing is stated in the Order Form. Undisputed overdue amounts may accrue interest at the lesser of 1.5% per month or the maximum lawful rate, plus reasonable collection costs. Customer will raise a good-faith invoice dispute promptly and pay all undisputed amounts when due.

5.3 Taxes and Withholding. Fees exclude sales, use, value-added, withholding, duties, banking charges and similar assessments, other than taxes on BRANIA's net income. If Customer is legally required to withhold an amount from a payment, Customer will provide valid withholding documentation and, to the extent permitted by law, will increase the payment so BRANIA receives the amount it would have received absent the withholding. The parties will reasonably cooperate to obtain available treaty or statutory relief.

5.4 Consumption and Third-Party Charges. Usage-based communications, telephony, messaging, email, payment, AI, premium automation, carrier, regulatory and other third-party charges are excluded unless expressly included. Customer will pay applicable BRANIA customer rates stated in the Order Form, rate card or approved quote. BRANIA may require pre-funding, an approved payment method, automatic wallet replenishment or sufficient available balance for material usage-based services.

6. Professional Services, SOWs and Change Control

6.1 Professional Services. BRANIA will perform Professional Services described in an Order Form or SOW using commercially reasonable skill and care. BRANIA may use qualified employees, affiliates, contractors and specialists to perform Services and remains responsible for their performance to the extent required by this Agreement.

6.2 Dependencies. Dates and milestones depend on Customer's timely performance of dependencies. Customer-caused delays will extend affected schedules on a day-for-day or commercially reasonable basis without reducing fees. BRANIA is not responsible for delays caused by Customer, third parties, unavailable data or systems, or scope changes.

6.3 Change Control. Work materially outside the agreed scope requires a written Change Order. Discovery or Survey activities may refine implementation details without changing the commercial scope. A post-Survey Implementation Blueprint may become part of an SOW upon written approval, but it will not expand the contracted scope or fees unless expressly stated in a signed Change Order.

7. Customer Data, Privacy and Security

7.1 Customer Data Ownership. As between the parties, Customer retains all right, title and interest in Customer Data. Customer grants BRANIA and its subprocessors a limited right to host, access, process, reproduce, transmit, transform and otherwise use Customer Data solely as necessary to provide, secure, support and improve the Services as permitted by the Contract Documents.

7.2 Data Protection. The Data Processing Agreement available at <https://www.brania.ai/legal/dpa> applies to Customer Personal Data and is incorporated by reference. Customer is responsible for determining whether and how the Services may lawfully be used with sensitive or health-related data, including required privacy notices and consents.

7.3 Security. BRANIA will maintain commercially reasonable administrative, technical and organizational safeguards as described in the Security, Hosting & Support Policy at <https://www.brania.ai/legal/security>. No certification, audit report or compliance status is represented unless expressly identified in that policy or an Order Form.

7.4 Sensitive Health Data / Clinical Systems. Unless expressly agreed, BRANIA is not an electronic medical record or electronic health record system and is not contracted as the authoritative clinical record. BRANIA may process health-related Personal Data only to the

extent expressly contemplated by the SOW, DPA and applicable law. Customer remains responsible for clinical records, medical decisions and patient care.

8. BRANIA Intellectual Property and Service Analyses

8.1 BRANIA Ownership. BRANIA and its licensors retain all right, title and interest in the BRANIA Materials, including any modifications, configurations, templates, prompts, agents, workflows, methods, models, abstractions, product features, improvements and generalized know-how developed or refined while performing Services. No Customer payment, feedback, implementation activity or SOW transfers ownership of BRANIA Materials unless a signed document expressly states otherwise.

8.2 Deliverables. To the extent a SOW identifies a deliverable created specifically for Customer, Customer may use that deliverable internally during the applicable subscription Term. BRANIA retains ownership of all underlying BRANIA Materials embodied in or used to create the deliverable.

8.3 Feedback. Customer grants BRANIA a perpetual, irrevocable, worldwide, royalty-free right to use suggestions, ideas, improvement requests and feedback relating to the Services without restriction or attribution, provided BRANIA does not disclose Customer Confidential Information in doing so.

8.4 Service Analyses. BRANIA may collect service telemetry and create aggregated or de-identified analyses relating to performance, operation and use of the Services for security, operations, benchmarking, research, product development and improvement, provided such analyses do not identify Customer or an individual. BRANIA owns these analyses. BRANIA will not use Customer Personal Data to train generalized third-party foundation models except with Customer's express written authorization or as otherwise expressly disclosed and permitted under the DPA and AI Terms.

9. Third-Party Services and Integrations

9.1 Third-Party Dependencies. The Services may interoperate with or depend on Third-Party Services. Their availability, functionality, pricing, policies, APIs and technical requirements may change. BRANIA is not responsible for third-party acts, omissions, outages, policy changes or discontinuation, except to the extent directly caused by BRANIA's breach of the Contract Documents.

9.2 Substitution. BRANIA may replace or reconfigure a Third-Party Service if necessary to maintain or improve the Services, subject to Section 2.4 and the DPA. Customer is not purchasing or acquiring ownership of any underlying third-party technology through its BRANIA subscription.

9.3 Customer-Selected Third Parties. Customer is responsible for third-party systems, vendors or applications selected or controlled by Customer, including their licensing, permissions, security and terms. BRANIA may access them on Customer's behalf only as authorized by Customer.

10. Support, Maintenance and Availability

Support, maintenance, planned maintenance practices and target response times are described in the Security, Hosting & Support Policy at <https://www.brania.ai/legal/security>. Unless an Order Form expressly includes a separate service-level commitment, published availability targets and response targets are operational targets and do not create service-credit obligations.

11. Confidentiality

11.1 Confidential Information. "Confidential Information" means non-public information disclosed by a party that is marked confidential or should reasonably be understood as confidential, including Customer Data, product designs, security information, business plans, pricing and the non-public terms of Order Forms and SOWs.

11.2 Obligations. The receiving party will use Confidential Information only to perform or exercise rights under the Contract Documents, protect it using at least reasonable care, and disclose it only to personnel, advisers and subcontractors who need to know and are bound by confidentiality obligations. These obligations do not apply to information lawfully known without restriction, independently developed, received lawfully from a third party, or public through no breach.

11.3 Required Disclosure. A party may disclose Confidential Information when legally required, provided it gives advance notice where legally permitted and reasonably assists the other party in seeking protective treatment.

11.4 Duration. Confidentiality obligations continue for five (5) years after disclosure, except trade secrets and Customer Personal Data remain protected for as long as required by applicable law or while they remain confidential by nature.

12. Warranties and Disclaimers

12.1 Mutual Authority. Each party represents that it has authority to enter into the Contract Documents.

12.2 Services Warranty. BRANIA warrants that it will perform the Services in a professional manner using commercially reasonable care and skill. Customer's exclusive remedy for a verified material breach of this warranty is re-performance or correction of the affected Services and, if BRANIA cannot materially correct the deficiency within a commercially reasonable period, termination of the affected Service and refund of unused prepaid fees for the terminated period.

12.3 Disclaimer. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRANIA DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY AND RESULTS. BRANIA DOES NOT WARRANT UNINTERRUPTED

OR ERROR-FREE OPERATION, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SERVICES WILL ACHIEVE ANY PARTICULAR REVENUE, CONVERSION, APPOINTMENT, COST-SAVINGS, CLINICAL, FINANCIAL OR BUSINESS OUTCOME.

12.4 AI and Decisions. AI-generated outputs may be probabilistic, incomplete or incorrect. Customer is responsible for reviewing outputs and for decisions or actions taken based on them, subject to any separate Autopilot authorization. BRANIA does not provide medical, legal, tax, accounting or clinical advice.

13. Suspension, Term and Termination

13.1 Suspension. BRANIA may suspend affected Services for overdue undisputed amounts after any notice/cure period stated in the Order Form, or immediately when reasonably necessary to prevent material security harm, illegal activity, abuse, unauthorized access, excessive risk, or violation of the Acceptable Use Terms. BRANIA will use reasonable efforts to limit suspension to the affected Service and restore access after the issue is resolved.

13.2 Term. This MSA remains in effect while any Order Form or SOW referencing it remains active. Subscription terms and renewal rules are stated in the applicable Order Form.

13.3 Termination for Cause. Either party may terminate an affected Order Form or SOW for a material breach not cured within thirty (30) days after written notice; a payment breach may be subject to the shorter cure period stated in the Order Form. A party may terminate immediately for insolvency to the extent permitted by law, material unlawful conduct, or a breach that cannot reasonably be cured.

13.4 Effect. Customer will pay accrued and committed fees due through termination, except where Customer terminates for BRANIA's uncured material breach, in which case BRANIA will refund unused prepaid subscription fees for the terminated period. Sections intended by nature to survive will survive, including payment, IP, confidentiality, disclaimers, liability and dispute provisions.

13.5 Data Export and Deletion. Customer is responsible for exporting data needed after termination. BRANIA will handle return/deletion of Customer Personal Data in accordance with the DPA and applicable technical limitations, backup cycles and legal-retention requirements.

14. Indemnification

14.1 BRANIA IP Indemnity. BRANIA will defend Customer against a third-party claim that the unmodified BRANIA-owned subscription Services, when used as authorized, directly infringe a United States patent, copyright or trademark, and will pay damages finally awarded or settlements approved by BRANIA, provided Customer promptly notifies BRANIA, gives BRANIA control of the defense and reasonably cooperates. BRANIA may modify or replace the affected Service, obtain rights for continued use, or terminate the affected Service and refund unused prepaid fees. This obligation does not apply to claims arising from Customer Data, Third-Party Services, Customer modifications, combinations not supplied by BRANIA, or use outside the Contract Documents.

14.2 Customer Indemnity. Customer will defend BRANIA against third-party claims arising from Customer Data, Customer's unlawful communications or marketing practices, lack of required consent or authority, Customer-controlled Third-Party Services, Customer's medical/clinical decisions, or Customer's use of the Services in violation of the Contract Documents or applicable law, and will pay damages finally awarded or settlements approved by Customer under equivalent notice/control/cooperation procedures.

15. Limitation of Liability

15.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, SALES, GOODWILL, REPUTATION, ANTICIPATED SAVINGS OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY.

15.2 Liability Cap. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, CUSTOMER'S UNAUTHORIZED USE OR MISAPPROPRIATION OF BRANIA INTELLECTUAL PROPERTY, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN ORDER FORM, SOW OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE AFFECTED ORDER FORM OR SOW FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

15.3 Allocation of Risk. The fees reflect this allocation of risk. The limitations apply regardless of the theory of liability and even if a remedy fails of its essential purpose.

16. Compliance

Each party will comply with laws applicable to its own performance. Customer is responsible for laws governing its business, patient/customer relationships, communications, advertising, recordings, consent, clinical operations and Customer Data. U.S. and other applicable export/sanctions laws apply to the Services; neither party will knowingly use the Services in violation of applicable export or sanctions restrictions.

17. Governing Law; Disputes

This Agreement and the Contract Documents are governed by the laws of the State of Florida, without regard to conflict-of-law rules. Subject to any mandatory law that cannot be waived, each party submits to the exclusive jurisdiction and venue of the state and federal

courts located in Hillsborough County, Florida, for disputes arising out of or relating to the Contract Documents. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18. Notices

Formal notices must be in writing and delivered by recognized courier or email with confirmation to the addresses stated in the applicable Order Form. Notices to BRANIA must also be sent to hello@brania.ai and 8721 Lindenhurst Pl, Tampa, Florida 33634, USA. Operational support communications are not formal legal notices unless expressly identified as such.

19. General Provisions

19.1 Entire Agreement; Priority. The Contract Documents are the entire agreement regarding the Services and supersede prior proposals, demonstrations, emails and discussions. Purchase orders, procurement portals and Customer policies do not modify the Contract Documents unless expressly signed by BRANIA. Conflict priority is determined by the applicable Order Form; the DPA controls for Personal Data.

19.2 Assignment. Neither party may assign the Contract Documents without the other party's consent, except BRANIA may assign them in connection with a merger, reorganization, sale of substantially all assets, or change of control, and either party may assign to an Affiliate that can perform the obligations, upon written notice. Any other attempted assignment is void to the extent prohibited by law.

19.3 Independent Contractors. The parties are independent contractors. No partnership, joint venture, fiduciary, employment or agency relationship is created. Any ownership, investment or shareholder relationship between persons associated with the parties is separate from the Customer contract unless expressly stated in a signed document.

19.4 Force Majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding Customer's payment obligations, including internet/cloud outages outside its control, carrier or messaging disruptions, governmental acts, labor events, natural disasters, war, terrorism, epidemics and widespread cyberattacks.

19.5 Severability; Waiver. Invalid provisions will be enforced to the maximum lawful extent and the remainder will continue. Failure to enforce a provision is not a waiver.

19.6 Electronic Acceptance; Counterparts. Orders, SOWs and amendments may be signed electronically and in counterparts, each deemed an original.

20. Online Terms, Versioning and Archive

20.1 Legal Center. BRANIA maintains its standard Customer Contract Documents at <https://www.brania.ai/legal>. The applicable Order Form identifies the relevant version or effective date. BRANIA will maintain archived versions at <https://www.brania.ai/legal/archive>.

20.2 Version Lock. Unless an Order Form expressly states otherwise, the MSA version in effect on the Order Form Effective Date will govern that Order during its Initial Term. A new MSA version will not materially alter an existing Order during its Initial Term unless required by applicable law or accepted by Customer. Renewals and new orders may reference the then-current version.

20.3 Operational Policies. BRANIA may update the Security, Hosting & Support Policy, Acceptable Use Terms, AI Terms and Subprocessor List to reflect law, security, technology, provider or operational changes as permitted in those documents, provided BRANIA does not materially reduce Customer's contractual data-protection or security protections during the then-current Term. Material changes will be versioned and archived.