

Master Subscription Agreement

demandPILOT

Version DP-MSA-2026-10-19 v1.0 · Effective October 19, 2026. This Agreement governs business subscriptions to demandPILOT, a service of Connolly Works LLC.

1. Parties and formation

This Master Subscription Agreement (Agreement) is between Connolly Works LLC, a Florida limited liability company, 2872 Avila Crossing Circle, Unit 300, Oviedo, Florida 32765 (Provider), and the legal entity identified as the agency in an accepted Order Form (Client).

An Order Form identifies the subscribed plan, the markets, states or regions it covers (the Subscribed Markets), fees, billing arrangements and any expressly agreed special terms. This Agreement and each accepted Order Form constitute the parties' contract for the applicable subscription.

The Agreement becomes effective for a subscription when Client's authorized representative electronically signs its Order Form and Provider's system successfully records acceptance and issues an order confirmation (Effective Date). Provider authorizes acceptance through that process; no separate Provider countersignature is required. Alternatively, the parties may execute an Order Form manually, in which case its stated effective date controls.

2. Contract documents and precedence

An Order Form incorporates only the specific version and date of this Agreement identified in that Order Form. Its commercial fields control plan, Subscribed Markets, fees and dates. Any other departure from this Agreement must expressly identify the affected provision and be affirmatively accepted by Provider; general or inconsistent language does not override the liability, warranty or data protections in this Agreement.

Client purchase orders, procurement portals and vendor forms do not add or modify contractual terms, even if Provider references, processes or receives payment under them. General website statements, demonstrations, estimates and promotional materials are not incorporated and do not create additional warranties. The agreed service description is the description contained in or expressly attached to the Order Form.

3. Subscribed service and authorized users

Provider supplies demandPILOT as a hosted business intelligence service accessible through supported web browsers. Subject to payment and this Agreement, Provider grants Client a nonexclusive, nontransferable right during the subscription to use the Service for Client's internal staffing business within the Subscribed Markets.

The Service assembles available facility and market information; schedules collection of advertised job demand; incorporates applicable government staffing publications; identifies Client accounts from information Client supplies; and provides the subscribed Manager Console, Flight Plan, Team Console and Preflight functions to the extent specified in the Order Form. Available information and functions may vary by market and source.

All employees and individual contractors working for the subscribing legal entity may receive individual access without a per-user subscription charge. Separate businesses, affiliates and external customers are excluded unless expressly included in the Order Form. Client shall identify authorized users and promptly notify Provider when access should be removed.

Provider may maintain and improve the Service. Provider shall not materially reduce the core subscribed functionality during a paid subscription period except as permitted for source restrictions, security, legal compliance or suspension under this Agreement. Material reductions are subject to the remedies in Section 12. No future feature is promised unless expressly stated in the Order Form.

4. Fees and billing

4.1 Subscription fees are billed monthly in advance in the amount stated in the Order Form. Annual prepayment is not required. Billing begins on the subscription start date specified in the Order Form; if none is stated, billing begins on the Effective Date.

4.2 The standard setup fee must be stated in the Order Form. It is due with the first invoice unless expressly waived. If waived in exchange for a twelve-month arrangement, Client may nevertheless cancel under Section 5.2; cancellation before the first anniversary makes only the stated waived setup fee payable, without acceleration of remaining monthly subscription fees. That fee is not payable if Client terminates for Provider's uncured material breach, under Section 12.4 or 12.5, or because Provider discontinues the subscription.

4.3 The monthly fee remains fixed during the initial twelve-month pricing period where selected. On a month-to-month plan or after that period, Provider may change the fee prospectively at a monthly renewal on at least thirty days' written notice. Client may cancel before the change takes effect.

4.4 Expanding the Subscribed Markets requires an accepted replacement or amended Order Form identifying the new plan, effective date and replacement monthly fee. Charges do not stack unless expressly agreed.

4.5 Provider invoices through QuickBooks or another notified billing provider. Invoices are due upon receipt. Signing authorizes the contractual obligation to pay; it does not itself debit a payment method. No automatic debit is authorized without a separate payment authorization.

4.6 If an invoice remains unpaid fifteen days after its due date, Provider may suspend access after written notice and an additional seven days to pay. Provider may terminate for continued nonpayment after a further fifteen days of suspension and written notice. Client remains responsible for accrued amounts. Suspension does not authorize deletion outside Section 7.6. No late interest is imposed under this draft.

4.7 Fees exclude applicable sales, use and similar transaction taxes. Each party is responsible for its own income taxes.

5. Term renewal and termination

5.1 A monthly subscription renews automatically for successive monthly periods. A twelve-month arrangement has an initial twelve-month pricing period, billed monthly, and then renews month to month. Client's early cancellation right in Section 5.2 applies during that initial period.

5.2 Client may cancel by written notice at any time, effective at the end of the paid monthly billing period. Except for an applicable waived setup fee under Section 4.2, no cancellation penalty or remaining-term subscription charges apply. Accrued fees remain payable. Partial-period refunds apply only where expressly provided.

5.3 Provider may terminate a subscription for convenience on sixty days' written notice. Provider shall refund prepaid subscription fees attributable to the period after termination and shall not recapture a waived setup fee.

5.4 Either party may terminate for the other's material breach remaining uncured thirty days after written notice describing the breach. Nonpayment is governed by Section 4.6. Provider may immediately restrict access reasonably necessary to address unlawful use, a material security threat or material unauthorized disclosure, and shall give prompt notice when lawful and practicable. Restrictions shall be proportionate and lifted when the basis is resolved.

5.5 On termination, access rights end and Client Data is handled under Section 7.6. Accrued payment rights and provisions concerning ownership, confidentiality, disclaimers, liability, disputes, data return and deletion, and provisions intended by their nature to survive remain effective.

6. Use restrictions and Client responsibilities

Client is responsible for its authorized users, credentials, submitted information and lawful use. Client shall promptly report suspected unauthorized access and shall maintain its own source records and copies of material business information.

Client shall not resell, sublicense, rent or share the Service with another business; share credentials; circumvent access controls; introduce malicious code; interfere with operation; or scrape, bulk copy or extract the Service to build a competing product or dataset. These restrictions do not prohibit authorized export of Client Data under Section 7.6. White-label distribution requires a separate written agreement.

Client shall independently verify information material to hiring, pricing, outreach, contracting, licensing, employment and other business decisions. Client is solely responsible for those decisions and for compliance with laws applicable to its operations. The Service is not legal, clinical, employment or financial advice and is not intended for patient care, emergency response or other safety-critical use.

7. Client Data and security

7.1 Client Data means Client's nonpublic contract register, bill rates, win history, submitted workforce information, account records and other information provided by or for Client. Source Data independently obtained by Provider is not Client Data merely because it concerns the same facility. Client retains its ownership rights in Client Data.

7.2 Client grants Provider a limited right to process Client Data to configure, provide, secure, maintain and support Client's Service, administer billing, comply with law and maintain necessary contract and transaction records. Provider shall not use Client Data to build cross-client rate benchmarks or competitive datasets.

7.3 Provider shall not sell Client Data, disclose it to another client, or aggregate or pool it into a cross-client benchmark, index or comparative dataset. Client-specific rates, accounts and results shall remain separated from other clients. These restrictions may not be weakened through unilateral amendments.

7.4 Provider may give access to personnel and service providers only as reasonably necessary for the permitted purposes, subject to confidentiality and data protection duties appropriate to their functions. Provider remains responsible for its service providers' performance of delegated contractual obligations. Disclosures required by law are permitted under Section 14.4.

7.5 Provider shall maintain commercially reasonable administrative, technical and physical safeguards appropriate to the data processed, including access controls and encryption in transit. No system is immune to all threats. This Agreement does not promise a named certification, uninterrupted security or a particular recovery time. Provider's express safeguards and applicable legal duties remain in effect.

7.6 During the subscription, Client may request a copy of its Client Data in a commonly used machine-readable format. Provider shall also provide such a copy without charge on a request received within sixty days after termination, except data previously deleted at Client's request. On written request, Provider shall delete Client Data from active systems within thirty days; backups shall expire on the ordinary retention cycle, remain protected and not be used for ordinary processing. Provider may retain records required by law and contract, billing, security and dispute records reasonably necessary to administer or enforce this Agreement. Such retention does not authorize benchmarking or sale. Deletion requests may affect functionality and do not cancel accrued fees.

7.7 Provider shall notify Client without unreasonable delay after confirming unauthorized access to or acquisition of Client Data, provide reasonably available material information and cooperate reasonably in response. Applicable statutory notice deadlines and duties control where stricter. This clause does not postpone notice required by law pending an investigation's completion.

8. Workforce information and restricted data

For the designated workforce mapping upload function, roster processing is intended to occur within Client's browser, with only city, ZIP code, role and necessary counts transmitted after names, street addresses and dates of birth are removed. Small counts shall be suppressed where necessary to reduce identification risk. This description must be technically verified before execution, as identified in the internal review schedule.

Client shall use only the designated upload method and shall not submit patient information, protected health information, Social Security numbers, financial account credentials or unnecessary sensitive personal information. No business associate relationship or HIPAA processing service is offered under this Agreement; any such arrangement requires a separate signed agreement before transmission.

Client represents that it has the rights and lawful basis required to submit workforce information for the agreed purpose. Provider cannot return information that was removed in Client's browser and never received.

9. Source Data and market rights

Source Data means facility records, licenses, government filings, advertised job postings and other information obtained from external sources. Different clients may receive information concerning the same facilities and markets. No exclusive market, facility relationship or right to underlying source information is granted.

Availability of information online does not itself establish unrestricted ownership or reuse rights. Provider shall obtain and use Source Data in accordance with applicable law and applicable enforceable access restrictions. Client receives only the use rights expressly granted in this Agreement.

10. Intellectual property

Provider and its licensors retain all rights in the software, designs, configuration methods, scoring and pricing models, documentation, training materials, branding and other Service technology. Client retains Client Data. Client-specific configurations are part of the Service unless a separate signed statement of work expressly provides otherwise.

Provider may use voluntary feedback to improve the Service without compensation, provided it does not disclose Client's confidential information. Provider shall not use Client's name, logo or identifiable case study in marketing without prior written permission.

11. Data limitations and collection schedules

11.1 Source Data may be inaccurate, incomplete, duplicated, outdated, unavailable or subsequently revised. Automated extraction, parsing, classification, matching, deduplication, calculation and display may also introduce errors or omissions. Provider does not warrant that Source Data or derived outputs are accurate, complete, current or error-free.

11.2 Advertised positions, compensation figures, staffing measures, demand signals, rankings, estimates and analytical outputs are informational indicators. They do not confirm an available assignment, a facility's purchasing intent, an

attainable bill rate or an opportunity's likelihood of closing. Provider makes no placement, revenue, profitability or other business outcome guarantee.

11.3 Refresh frequencies describe scheduled collection attempts, rather than a guarantee that every source or record is updated in each interval. Government publications follow their publishers' schedules. Source dates, collection dates and analytical periods may differ. Missing records or a lack of advertised demand do not establish a lack of actual need.

11.4 Provider may suspend or discontinue collection when source access is restricted, unlawful or commercially impracticable, or presents a material security or legal risk. Provider shall notify Client of a resulting material reduction in the subscribed Service and use commercially reasonable efforts to identify an alternative. Section 12.5 applies to a material unresolved reduction.

11.5 Provider shall use commercially reasonable efforts to investigate reported material processing errors and correct affected outputs where reasonably practicable. Client shall provide sufficient detail to identify the issue.

12. Limited warranty availability and remedies

12.1 Provider warrants that the Service will materially conform to the service description expressly included in the Order Form. Upon written notice of a material nonconformity, Provider shall use commercially reasonable efforts to correct it. If it remains uncured thirty days after notice, Client may terminate the affected subscription and receive a prorated refund of prepaid subscription fees for the period after termination. No waived setup fee shall become payable because of that termination.

12.2 Provider shall use commercially reasonable efforts to maintain availability and restore affected functionality. Unless a separate signed service-level agreement states otherwise, no uptime percentage, continuous availability, support response deadline, resolution deadline or service credit is guaranteed. Provider shall provide reasonable advance notice of planned maintenance when practicable and reasonable notice of material interruptions.

12.3 Interruptions may arise from maintenance, software defects, security incidents, hosting or telecommunications failures, external source restrictions and other events. Those events do not automatically excuse Provider's contractual duties; the applicable warranty, restoration obligations, force majeure provision and liability limits govern.

12.4 If the core subscribed Service remains materially unavailable for thirty consecutive days, Client may terminate the affected subscription by written notice and receive a prorated refund of prepaid subscription fees attributable to the period after termination. No waived setup fee shall become payable solely because of this termination.

12.5 If loss of a material source or another permitted change materially reduces the core subscribed Service and Provider does not restore substantially equivalent functionality within thirty days after Client's written notice, Client may terminate on the same refund and setup fee terms as Section 12.4.

12.6 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE, SOURCE DATA AND ANALYTICAL OUTPUTS ARE PROVIDED AS IS AND AS AVAILABLE. PROVIDER DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PROVIDER DOES NOT WARRANT UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE OPERATION. These disclaimers do not negate Provider's express confidentiality, security or data handling duties.

12.7 The correction, termination and refund rights in this Section are Client's exclusive contractual remedies for ordinary service nonconformity, interruption and source-related reduction. They do not eliminate remedies for a separate breach of confidentiality, security or data handling duties, fraud, willful misconduct or liability that cannot lawfully be restricted. All recoveries remain subject to Section 13 where legally permitted.

13. Limitations of liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES OR GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THEIR POSSIBILITY. This exclusion applies to such economic losses arising from erroneous data, business reliance, downtime or third-party failures. Reasonable direct costs to restore Client Data are subject to the applicable cap rather than categorically excluded.

13.2 Except as stated below, each party's aggregate liability arising out of or relating to this Agreement shall not exceed the subscription fees paid or payable for the affected subscription or subscriptions during the twelve months immediately preceding the first event giving rise to liability. For a subscription younger than twelve months, only fees accrued during that shorter period count. Claims do not create separate caps by user, incident or legal theory.

13.3 For a party's breach of confidentiality, and for Provider's breach of its security or Client Data handling obligations, the aggregate cap is two times the amount calculated under Section 13.2. This higher cap replaces, and does not add to, the general cap. All capped claims together shall not exceed the higher cap; ordinary claims remain limited by Section 13.2. The damages exclusion in Section 13.1 continues to apply.

13.4 The caps and damages exclusions do not apply to Client's obligation to pay properly due fees, a party's fraud or willful misconduct, Client's infringement or misappropriation of Provider intellectual property or deliberate violation of Section 6's resale and competing-dataset restrictions, or liability that applicable law prohibits limiting. Applicable law also controls treatment of gross negligence. Equitable relief remains available where its legal requirements are met.

13.5 Contractual refunds are payable notwithstanding the damages caps, do not consume those caps and may not be recovered twice as damages. These limitations apply across contract, tort, negligence, statute and other theories to the extent permitted by law, and reflect the parties' allocation of risk and subscription pricing.

14. Confidentiality

14.1 Confidential Information means nonpublic information disclosed by either party that is marked confidential or reasonably should be understood to be confidential. Client Data is Client's Confidential Information. Provider's nonpublic methodology, models, roadmap, technology and unpublished pricing are Provider's Confidential Information.

14.2 The recipient shall use Confidential Information only for the purposes permitted by this Agreement, protect it with reasonable care and disclose it only to persons with a need to know who are subject to appropriate confidentiality obligations. Neither party shall use the other's Confidential Information for unrelated competitive purposes.

14.3 Confidential Information excludes information the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is lawfully received without restriction from a third party, or is independently developed without use of the discloser's information.

14.4 A recipient may disclose information legally required by a court, regulator or other binding process, limited to what is required, and shall give advance notice and reasonable assistance seeking protection when legally permitted.

14.5 These duties continue for three years after termination, indefinitely for trade secrets while protected by law, and for retained Client Data for as long as it is retained.

15. Discontinuation and business succession

If Provider permanently discontinues the Service, it shall give as much notice as reasonably practicable, provide the return rights in Section 7.6, refund prepaid subscription fees for the period after discontinuation and waive any setup fee recapture. Client Data shall not be sold as a separate data asset. Any permitted successor must assume Provider's applicable contractual data obligations.

16. Amendments

Changes require a writing accepted by both parties, including affirmative electronic acceptance identifying the replacement version. Provider may propose changes for future renewals on at least thirty days' notice, but silence or continued use alone does not substitute for affirmative acceptance under this draft. Existing terms continue unless amended or the subscription is lawfully terminated. Section 7.3 may not be weakened by unilateral action. Fee changes separately permitted by Section 4.3 do not amend other terms.

17. Governing law and disputes

Florida law governs, without regard to conflict-of-law rules. Before filing an action, a party shall provide written notice describing the dispute and the parties shall attempt in good faith to resolve it for thirty days. This requirement does not prevent urgent protective relief or a filing necessary to preserve a claim before a deadline.

Subject to counsel's confirmation, the parties consent to exclusive jurisdiction and venue in the state courts located in Orange County, Florida, and the United States District Court for the Middle District of Florida, Orlando Division, for disputes arising out of or relating to this Agreement. No arbitration clause or jury waiver is included in this draft.

18. General provisions

18.1 Notices shall be sent by email to the notice addresses stated in the Order Form; notices to Provider shall include kevin@connollyworks.com. Notice is effective on documented delivery to the designated mailbox, excluding an automated rejection. Each party shall maintain a current notice address.

18.2 Neither party may assign this Agreement without the other's written consent, not unreasonably withheld, except in connection with a merger or transfer of substantially all relevant business assets to a successor assuming the obligations. Section 15 continues to protect Client Data.

18.3 The parties are independent contractors. No partnership, employment, joint venture or agency is created. The subscribing Client entity is responsible for its contractual obligations; its authorized signer is not a personal guarantor by reason of signing in a representative capacity.

18.4 Neither party is liable for failure or delay, other than payment obligations accrued before the event, to the extent caused by events beyond its reasonable control, including natural disasters, governmental actions, widespread utility or telecommunications failures and third-party hosting or infrastructure failures. Relief applies only to the extent the effects could not reasonably have been prevented or overcome through compliance with the affected party's obligations. The affected party shall use commercially reasonable efforts to mitigate, give notice and resume performance. Ordinary defects are not automatically force majeure events. Section 12's prolonged interruption termination and refund rights remain available.

18.5 This Agreement and accepted Order Forms are the entire agreement on their subject matter and supersede prior proposals and communications. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it shall be limited to the lawful extent where permitted, and the remainder remains effective.



18.6 Electronic signatures and counterparts are permitted. The parties consent to conducting the transaction electronically and retaining accurate, reproducible electronic records. Provider shall make an executed Order Form and the incorporated Agreement version available to Client following acceptance.