DEMAND SIGNALS · STANDARD DISCLOSURES

Master Service Agreement Disclosure - Q3Y26

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Demand Signals — Master Service Agreement Disclosure

This Master Service Agreement Disclosure (the "Master Disclosure") is effective as of September 1, 2026, by and between Demand Signals LLC ("DSIG" or the "Company") and any individual or entity that engages, pays for, or receives Services from the Company (the "Client"). The Company and Client may each be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company publishes a set of standard disclosures governing the terms, rates, and confidentiality of its services, and desires a single master framework under which all client engagements proceed;

WHEREAS, the Client desires to receive Services from the Company under specific Statements of Work, with the general terms of the relationship established once and uniformly;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Incorporated Disclosures, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

"Services" means any professional, consulting, development, or related services, work product, or deliverables provided by the Company, including as described in the Standard Terms of Service Disclosure.

"Statement of Work" or "SOW" means any statement of work, proposal, engagement description, or service agreement issued by the Company and accepted by the Client that references this Master Disclosure or the Incorporated Disclosures.

"Incorporated Disclosures" means, collectively and in their totality: (a) the **Standard Terms of Service Disclosure** (DSIG.STSD series); (b) the **Standard Rates & Payment Terms Disclosure** (DSIG.SRPD series); and (c) the **Mutual Confidentiality Disclosure** (DSIG.MCD series), each as published by the Company.

"Prevailing Version" means, for this Master Disclosure and each Incorporated Disclosure, the version designated current by the Company and published with its version code at https://assets.demandsignals.co/legal/disclosures/.

2. INCORPORATION OF DISCLOSURES

The Incorporated Disclosures are incorporated into this Master Disclosure by reference in their totality, as if fully set forth herein. Together, this Master Disclosure, the Incorporated Disclosures, and each accepted SOW constitute the complete framework governing the Services.

3. AGREEMENT FORMATION; ELECTRONIC TRANSACTIONS; ACCEPTANCE

This Master Disclosure and the Incorporated Disclosures become effective and binding upon the Client upon the **earliest** of: (a) the Client's electronic acceptance or signature of any SOW or proposal referencing this Master Disclosure or the Incorporated Disclosures; (b) the Client's payment for any Services; or (c) the Client's receipt, use, or retention of any Services or work product.

The Parties agree to transact electronically. Electronic records, electronic signatures, and click-acceptance satisfy any requirement of a writing or signature, and assent may be manifested by any of the acts described in this Section, each of which the Parties agree constitutes a knowing and voluntary manifestation of agreement under the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law where the governing documents were made available as described in Section 6. No separate signature or execution is required for effectiveness; the Company will execute a countersigned instrument adopting this Master Disclosure upon the Client's request.

The Company maintains records of each presentation of the governing documents — including document versions, cryptographic hashes, timestamps, and the date, time, and originating IP address of acceptance — and the Parties agree such records are admissible as evidence of the documents presented, the versions in effect, and the fact of acceptance.

4. STATEMENTS OF WORK

(a) Formation. From time to time, the Company may issue a Statement of Work describing the scope, deliverables, phases, price, and payment schedule for specific Services. A SOW may be preceded by a non-binding budgetary quote; a quote is an estimate only and does not bind either Party.

(b) Acceptance and Electronic Signature. A SOW becomes binding upon the Client's acceptance, which the Client may effect by electronic means, including typing the Client's name as an electronic signature together with the date of acceptance. Such electronic acceptance constitutes a valid signature and manifestation of assent with the same legal effect as a handwritten signature.

(c) Effect of Acceptance. The Client acknowledges and agrees that acceptance of a SOW automatically: (i) generates a deposit or initial-installment invoice in the amount and on the payment schedule specified in the SOW, payable before work commences; (ii) creates the corresponding project and authorizes the Company to begin the scoped work upon payment; and (iii) where the SOW includes recurring deliverables, authorizes the Company to establish and bill the corresponding recurring charges on the stated cadence until the SOW is terminated in accordance with this Master Disclosure. Deposit and payment-schedule terms are as set forth in the SOW and the Standard Rates & Payment Terms Disclosure.

(d) Independence. Each SOW is a separate undertaking. The expiration, completion, suspension, or termination of any individual SOW shall not affect this Master Disclosure or any other SOW, all of which shall remain in full force and effect.

5. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency among the documents governing the relationship, the following order of precedence shall control: (1) this Master Disclosure; (2) the Incorporated Disclosures; (3) the applicable SOW. Notwithstanding the foregoing, a SOW may vary the commercial terms (scope, price, timeline, or a specifically identified term) for that engagement only, and only where the SOW expressly references the section or term it modifies; no SOW shall modify the Incorporated Disclosures or this Master Disclosure generally. The Company's Website Terms of Use govern use of the Company's websites only and do not govern the Services.

6. VERSIONS; AMENDMENTS

The Company publishes each version of this Master Disclosure and the Incorporated Disclosures with a version code and cryptographic hash at the address in Section 1. The versions presented to the Client at the time of a SOW's acceptance govern that SOW for its duration. The Company may publish successor versions at any time; successor versions apply only to SOWs accepted after their publication, and acceptance of any subsequent SOW constitutes acceptance of the then-Prevailing Versions. No other amendment to this Master Disclosure shall be effective as to an accepted SOW unless in a writing executed by both Parties; issuing a new SOW is not an amendment to this Master Disclosure.

7. TERM; TERMINATION; SURVIVAL

(a) Term. This Master Disclosure commences upon formation under Section 3 and continues in effect until terminated in accordance with this Section. The expiration or completion of any individual SOW shall not terminate this Master Disclosure, which shall remain in effect and govern all future SOWs.

(b) Termination for Convenience. Either Party may terminate this Master Disclosure upon thirty (30) days' prior written notice, provided that termination shall not affect any SOW then in progress, which shall continue to be governed by this Master Disclosure until such SOW is completed or separately terminated.

(c) Termination for Cause. Either Party may terminate this Master Disclosure or any SOW immediately upon written notice if the other Party materially breaches this Master Disclosure, the Incorporated Disclosures, or a SOW and fails to cure such breach within fifteen (15) days of written notice.

(d) Effect of Termination; Survival. Upon termination, the Client shall pay for all Services rendered and costs incurred through the effective date of termination, in accordance with the Standard Rates & Payment Terms Disclosure. Provisions concerning confidentiality, intellectual property, payment obligations, indemnification, limitation of liability, non-circumvention, non-solicitation, dispute resolution, governing law, Sections 3, 5, and 6 of this Master Disclosure, and any provision that by its nature should survive, shall survive termination of any SOW and of this Master Disclosure.

8. INTELLECTUAL PROPERTY & WORK PRODUCT

Ownership, license, and delivery of work product shall be as set forth in the applicable SOW and the Incorporated Disclosures. Absent a contrary provision in a SOW, deliverables shall transfer to the Client upon full payment of all amounts due for the applicable SOW and satisfaction of all outstanding financial obligations under this Master Disclosure. The Company retains ownership of its pre-existing tools, frameworks, libraries, templates, methodologies, and general know-how, and may reuse the same across engagements; any such retained materials incorporated into a deliverable are licensed to the Client on a non-exclusive, perpetual basis for the Client's use of the deliverable.

9. OPERATIVE TERMS BY REFERENCE

To avoid duplication and conflict, the following are governed by the named Incorporated Disclosure and are not restated here: independent-contractor status, representations, no-guarantee provisions, non-circumvention, non-solicitation, and non-disparagement — per the **Standard Terms of Service Disclosure**; rates, invoicing, payment terms, and pass-through costs — per the **Standard Rates & Payment Terms Disclosure**; confidential information — per the **Mutual Confidentiality Disclosure**.

10. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates, officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, arising out of or resulting from any claim of a third party related to the Services provided under this Master Disclosure.

11. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party or to any third party for any loss of use, revenue, or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the Party has been advised of such potential damages.

12. GOVERNING LAW; DISPUTE RESOLUTION

This Master Disclosure shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of or related to this Master Disclosure or the Services that is properly before a court shall be instituted exclusively in the federal or state courts located in New

Castle County, Delaware, and each Party irrevocably submits to the jurisdiction and venue of such courts. Dispute resolution, including mediation, arbitration, and the small-claims carve-out, shall proceed as set forth in the Standard Terms of Service Disclosure.

13. NOTICES

Notices to the Company are given per the Standard Terms of Service Disclosure. Notices to the Client may be given in writing to any email address or physical address the Client has provided in connection with an engagement, with effect as described in the Standard Terms of Service Disclosure.

14. COUNTERPARTS; ELECTRONIC RECORDS

Where executed, this Master Disclosure may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signed copy delivered by e-mail or other electronic transmission shall have the same legal effect as an original signed copy. Execution is not required for effectiveness, per Section 3.

15. ENTIRE AGREEMENT

This Master Disclosure, together with the Incorporated Disclosures and each accepted SOW, constitutes the entire agreement of the Parties with respect to the Services, and supersedes all prior or contemporaneous understandings with respect to the Services, whether written or oral. The Company's Website Terms of Use are not part of the agreement governing the Services.

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