MASTER SUBSCRIPTION AGREEMENT (MSA)

Involving AI: The Involved Operator (TheIO)

This Master Subscription Agreement (the “Agreement”) is made and entered into as of **August 26, 2026** (the “Effective Date”) by and between **Involving AI LLC** (“Provider”) and **Creta Construction LLC** (“Client”). Provider and Client are each a “Party” and together the “Parties.”

1. Background

Provider provides and operates The Involved Operator (**“TheIO”**), a single, supervised AI system configured around how the Client’s business runs, and trains the Client’s team to direct it. This Agreement covers an implementation engagement (the “Launch”) followed by an ongoing subscription under which Provider hosts, governs, and continuously improves TheIO.

2. The Engagement

2.1 The Launch

The Launch consists of Provider delivering the following, configured around how the Client’s business runs:

- **Agent infrastructure**: standing up TheIO on Provider’s managed infrastructure, connecting the Client’s systems, and configuring access controls and logging;
- **Core skills**: configuring a baseline set of generic, horizontal skills useful across the Client’s business;
- **One business-specific skill**: building one workflow tailored to a priority area of the Client’s operation. Four, one-hour, tuning sessions provided in the first 30 days to polish the business-specific skill.
- **Enablement workshop**: an educational workshop for one or more of the Client’s employees, delivered as a recording or, if the Client prefers, virtually.

The Launch is defined by completion of these deliverables rather than by a fixed period. Provider estimates the Launch will take approximately 3 days; this is a good-faith estimate and not a deadline. The Parties may agree to deliver any part of the Launch remotely or on-site.

2.2 Completion

The Launch Fee stated in the applicable Order Form covers the Launch through completion of the deliverables in Section 2.1, even if completion takes longer than the estimate in Section 2.1. If additional time is needed for reasons within Provider’s control, Provider will complete the deliverables at no additional charge.

Client-caused delay. If completion is delayed by the Client (for example, delayed access to systems, data, approvals, or personnel, or failure to meet the Client obligations and deadlines stated in the applicable Order Form) the following apply:

- Provider will notify the Client in writing when a Client-caused delay begins and ends; the days between are “Client Delay Days.”
- The 3-day estimate and Provider’s delivery obligations extend day-for-day by the Client Delay Days. The Recurring Start Date backstop in Section 3.1 does **not** extend; it pauses only for delays caused by Provider.
- If a Client-caused delay continues for ten (10) or more consecutive business days, Provider may place the Launch on hold and reassign the Client’s delivery slot; on resumption, work restarts at Provider’s next available slot.

2.3 Capability Transfer

The Launch is designed to build the Client's capability to direct and supervise TheIO, not to create dependence on Provider for day-to-day decisions. Provider will document each configuration, integration, and workflow so the Client's team understands the setup and can direct, adjust, and extend TheIO's use during the engagement. The Client acknowledges that TheIO runs on Provider Technology and Provider's managed infrastructure; on termination the Client receives its data, its business-specific configurations, and this documentation as described in Section 13, rather than a standalone copy of TheIO.

3. Subscription

3.1 Commencement

Recurring fees for subscription services begin on the Launch date. Subscription services consist of the TheIO Subscription stated in the applicable Order Form.

3.2 TheIO Subscription Fee: Flat, No Metering

The TheIO Subscription Fee stated in the applicable Order Form covers TheIO itself: hosting on Provider's managed infrastructure, **all of TheIO's AI usage (inference) for the Client's normal business operations at no additional or metered charge**, governance (access controls, approval gates, audit logging), the Client dashboard, monthly usage reports, upkeep of workflows built for the Client, a monthly check-in, and ongoing AI model and capability upgrades.

No credit meter. There are no usage credits, no overage rates, and no usage-based charges for TheIO's AI usage. Provider manages model selection and efficiency behind the scenes.

Fair use. The TheIO Subscription Fee covers usage consistent with the ordinary operation of the Client's business. If the Client's sustained usage materially and persistently exceeds what is reasonable for ordinary business operations of a single company of the Client's size (for example through resale, sharing with affiliates, or extreme always-on workloads unrelated to the workflows built under this Agreement) for two (2) or more consecutive billing months, Provider may notify the Client, and the Parties will discuss in good faith an adjusted fee that fits the Client's actual usage. If the Parties cannot agree within thirty (30) days of that notice, Provider may terminate the ongoing services under Section 13. This Section is Provider's sole remedy for sustained excess usage, and it is not triggered by ordinary fluctuations or growth in the Client's use of its workflows.

3.3 Transparent Billing

The Client's only recurring charge is the TheIO Subscription Fee. There are no hidden, bundled, retroactive, or usage-metered charges. For clarity, the Client remains responsible for its own third-party accounts and their costs as described in Section 6; those are billed by the third parties (or passed through at cost where Provider fronts them with the Client's approval), and are not Provider fees.

3.4 Hosting and Infrastructure

TheIO runs on Provider's managed infrastructure with access scoped to what the Client authorizes. Provider maintains separation between clients and a log of TheIO's actions available to the Client.

3.5 Minimum Commitment; Subscription Term

Beginning on the Recurring Start Date, the Client commits to an initial term of **twelve (12) consecutive months** of the TheIO Subscription Fee (the "Subscription Term," which is the Client's minimum commitment period). The Client may not terminate the ongoing services for convenience during a Subscription Term. The Subscription Term renews automatically for successive twelve (12) month Subscription Terms unless either Party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Recurring fees for each renewal Subscription Term are as set forth in the applicable Order Form, provided that Provider may adjust the fee for a renewal term by written notice given at least thirty (30) days before the end of the then-current Subscription Term, and any such adjustment will not exceed ten percent (10%) of the fee in effect for the immediately preceding Subscription Term If the Client terminates the ongoing services for convenience during a Subscription Term, the early-termination charge in Section 13 applies. Nothing in this Section limits either Party's right to terminate for uncured material breach under Section 13.

3.6 Support and Response Times

Provider's target time to first respond, measured during Provider's business hours (9:00 a.m. to 5:00 p.m. Eastern, Monday through Friday, excluding U.S. federal holidays), is within one (1) business day. These are email and chat response targets, not guaranteed resolution times. Provider does not guarantee any specific uptime, availability, or resolution time for the services, and the services are provided without warranty of uninterrupted operation; Provider's performance obligations are those expressly stated in this Agreement.

4. Purchasing

4.1 Orders

Client may purchase access to TheIO (the "TheIO Subscription") and consulting services, including the Launch and any other consulting services (collectively, "Consulting Services"), as identified in an Order Form pursuant to this Agreement. Upon execution by the Parties, each Order Form is non-cancellable and, except as otherwise provided in this Agreement, non-refundable. Prices stated in each Order Form are final. Each Subscription Term is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on a purchase of the entire Subscription Term.

4.2 Invoicing and Late Payment

For purchases made pursuant to an Order Form signed between the Parties, Provider will electronically issue to Client the initial invoice corresponding with each Order Form upon the provision of administrative credentials for use of TheIO. Consulting Services are offered on a fixed-fee basis invoiced upon signature of the corresponding Order Form. Client will pay each invoice in full, within 30 days after the date of the electronic invoice to the email address provided by Client. Late payments will accrue interest at a rate of 1.5% per month or the legal maximum, whichever is lower. Provider may suspend services on 10 days' written notice of non-payment of undisputed amounts. All amounts are payable without set-off, deduction, or counterclaim, and the Client may not withhold or reduce any payment on account of any dispute or claim it may have.

4.3 Taxes

Fees are exclusive of taxes. The Client is responsible for any sales, use, or similar taxes, excluding taxes on Provider's net income.

5. Security and Authorization

TheIO is built to act autonomously within the scope the Client configures. The following terms govern that scope:

- **Client-defined approval.** The Client may designate specific actions or categories of action as requiring its authorization. For any action so designated, TheIO will prepare the action but will not execute it without approval from an authorized Client representative. All other actions within the configured scope run automatically.

- **Financial-execution gate.** TheIO will not autonomously complete purchase transactions, payments, or transfers of funds. For any financial-execution action, TheIO will prepare the action (e.g., draft PO, payment request) and present it to an authorized Client representative for approval before execution.
- **Scope set by the Client.** TheIO is granted only the access the Client authorizes, and the Client controls which capabilities are enabled.
- **Cardholder data scope.** TheIO is scoped to avoid ingesting raw credit card numbers or full cardholder data from Client systems. If the Client's systems contain such data, TheIO's access will be configured to exclude it, keeping both Parties out of PCI scope.
- **Audit trail.** TheIO's actions are logged and available to the Client for review.

6. Client Responsibilities

- Provide timely access to the systems, accounts, data, and personnel reasonably needed for the engagement.
- Designate at least one representative to set TheIO's permitted scope, to approve any actions the Client has marked as requiring authorization, and to make decisions during the Launch.
- Maintain the Client's own third-party accounts and licenses, and ensure Provider's authorized use of them. **All fees and usage-based costs of the Client's third-party services and accounts (for example, the Client's data warehouse, APIs, SaaS subscriptions, and per-use charges incurred by TheIO acting on the Client's behalf in those services) are the Client's responsibility.** These are separate from the TheIO Subscription Fee, which includes TheIO's AI usage as described in Section 3.2. Where Provider fronts such a cost with the Client's prior approval, it is passed through at cost.
- Use TheIO in compliance with applicable law and the terms of connected services.
- Ensure it has the rights and any consents needed to provide its data, content, and instructions to TheIO, and that doing so complies with the Client's own policies and applicable law.

Restrictions. The Client will not, and will not permit any user or third party to: (a) reverse engineer, decompile, or attempt to derive the source code, structure, or underlying Skills, methods, or know-how of TheIO or Provider Technology; (b) resell, sublicense, rent, lease, or make TheIO or Provider Technology available to third parties, including as a service bureau or on a third party's behalf, except as expressly authorized in writing; (c) use TheIO or Provider Technology to build, train, or assist in building a competing product or service; (d) remove or obscure any proprietary notices; (e) extract, scrape, or replicate Provider's Skills or Provider Technology for use outside the services; or (f) use TheIO to create or transmit malicious code or to violate applicable law or the terms of any connected service.

7. Confidentiality

Each Party may receive non-public information of the other ("Confidential Information"). The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and not disclose it except to personnel and contractors bound by similar obligations. These obligations do not apply to information that is public through no fault of the receiving Party, independently developed, or rightfully received from a third party, and do not prevent disclosure required by law (with notice where permitted). The Client's business data, operational details, and the business-specific contents of its TheIO configuration are the Client's Confidential Information. The receiving Party may also disclose Confidential Information to subprocessors and service providers engaged to deliver the services (including hosting and AI model providers) that are bound by confidentiality obligations no less protective than those in this Section, and the receiving Party remains responsible for their compliance. The obligations of this Section continue for five (5) years following disclosure of the applicable

Confidential Information, except that obligations with respect to trade secrets continue for so long as such information remains a trade secret under applicable law.

8. Intellectual Property

8.1 Client Materials

As between the Parties, the Client owns (a) its data and business content, and (b) the business-specific configurations and workflows created for the Client's own operation, together with the instructions and inputs it provides (collectively, "Client Materials"). To the extent Provider holds any rights in the business-specific configurations or workflows created for the Client, Provider assigns them to the Client, effective upon payment of the applicable fees. The Client grants Provider a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, create derivative works from, and generalize the Client Materials, to incorporate the resulting generalized methods, techniques, templates, and reusable components into Provider Technology, and to use all of the foregoing for any purpose including serving other clients, provided Provider does not disclose the Client's Confidential Information or business data, and does not reproduce Client Materials in a form that identifies the Client to third parties. For clarity, TheIO's outputs generated for the Client's business from Client Materials are Client Materials owned by the Client, subject to the license granted in this Section.

8.2 Provider Technology

Provider owns all right, title, and interest in and to TheIO's engineering, its tooling, and its library of reusable skills, workflows, agents, templates, methods, know-how, and components (including all improvements and anything Provider generalizes from any engagement) (collectively, "Provider Technology," which includes Provider's reusable "Skills"). Provider Technology is and remains Provider's property even when first developed or generalized while serving the Client, so long as it does not contain or disclose Client Materials or the Client's Confidential Information. Provider grants the Client a non-exclusive, non-transferable, royalty-free license to use the Provider Technology as part of TheIO during the term of this Agreement, **solely for the internal business operations of the single legal entity named as the Client on the signature page.** Use of TheIO for or on behalf of any other entity (including the Client's affiliates, parents, subsidiaries, or other businesses under common ownership) requires a separate agreement or Provider's prior written consent. For clarity: the reusable, generalized logic and components are Provider Technology and belong to Provider; the Client's specific configurations, workflows, and data are Client Materials and belong to the Client. Where something contains both, each Party owns its respective part, and the license in Section 8.1 lets Provider generalize the Client-specific part into Provider Technology for reuse.

8.3 Feedback

Provider may use feedback and aggregated, de-identified operational learnings to improve its services, provided it does not disclose the Client's Confidential Information.

9. Data Protection and Security

Provider will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Client data, including scoped access, separation between clients, and logging. Each Party will comply with data-protection laws applicable to it. Provider will process Client data only to provide the services and as the Client instructs. TheIO works alongside the Client's own systems and is not a system of record or backup service; the Client remains responsible for maintaining authoritative records and backups of its data.

9.1 Subprocessors and AI Models

Provider operates TheIO primarily on its own managed infrastructure and may engage subprocessors (including hosting providers and third-party AI model providers) to deliver the services. Provider will (a) bind each subprocessor to confidentiality and data-protection obligations no less protective than those in this Agreement; (b) maintain a current list of subprocessors available to the Client on request; and (c) where Client data is processed by a third-party AI model provider, use providers that do not train their models on Client data and that are bound by commercial data-protection terms. Provider will give the Client reasonable advance notice of a new subprocessor that will materially process the Client's Confidential Information, and will not use Client Confidential Information to train any general-purpose model for third parties.

Current subprocessors include: Anthropic (third-party AI model provider, used for a limited subset of workloads).

9.2 Security Incident Notification

Provider will notify the Client without undue delay, and in any event within seventy-two (72) hours, after confirming a security incident that compromises the confidentiality, integrity, or availability of Client data in Provider's possession. The notice will describe what is known and the measures Provider is taking, and Provider will provide reasonable updates and cooperation to support the Client's own legal obligations.

9.3 Encryption at Rest

Provider encrypts Client data at rest using industry-standard encryption (AES-256 or equivalent) on all storage systems that hold Client data, including agent memory, scratch files, session state, and persistent storage. All object storage (S3-compatible buckets) and block storage volumes are encrypted at rest.

9.4 Backups

Provider performs daily backups of business-critical Client data. Backups are stored immutably or offsite to protect against ransomware and accidental deletion. Provider tests backup restoration periodically to verify restorability.

9.5 Access Controls

Provider does not expose remote desktop (RDP/VNC) to the internet. Administrative access to infrastructure is via SSH over private network (Tailscale/WireGuard). All administrative accounts are protected by multi-factor authentication.

9.6 Secrets Management

Client credentials and API keys are stored in a secrets manager and are not stored in plaintext configuration files or agent memory files.

9.7 Patch Management

Provider maintains a routine for applying security patches to the operating system, platform dependencies, and container images in a timely manner.

10. Warranties; Disclaimer

Provider warrants that it will perform the services in a professional and workmanlike manner. The Client acknowledges that TheIO relies on artificial-intelligence systems that are probabilistic and may produce errors; TheIO is a tool operated under the terms described in Section 5 and does not replace the Client's judgment or any approvals the Client has chosen to require. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.1 Client Use and Output Liability

The Client is solely responsible for all decisions, actions, and outcomes resulting from its use of TheIO, including the accuracy, legality, and ethical use of any outputs, recommendations, or automated actions generated by TheIO. Provider does not guarantee that TheIO will detect, prevent, or flag all harmful, unethical, or non-compliant Client conduct. The Client will not hold Provider liable for damages, claims, regulatory actions, or reputational harm arising from the Client's use of TheIO outside the scope of Provider's control, including the Client's failure to supervise, review, or appropriately configure TheIO's actions. The Client acknowledges that AI systems have inherent limitations and that Provider's monitoring and governance capabilities cannot cover every possible misuse scenario.

11. Limitation of Liability; Insurance

EXCEPT FOR A PARTY'S BREACH OF CONFIDENTIALITY, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR THE CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR DATA. EACH PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CLIENT TO PROVIDER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Each Party's indemnification obligations are subject to the foregoing cap, except that a Party's indemnification for breach of confidentiality is not capped. Provider maintains professional liability (errors and omissions) insurance with limits of at least $1,000,000 per claim and $2,000,000 in the aggregate.

12. Indemnification

12.1 Mutual

Each Party will defend and indemnify the other against third-party claims to the extent arising from the indemnifying Party's breach of this Agreement, violation of law, or breach of confidentiality, subject to prompt written notice and reasonable cooperation by the indemnified Party.

12.2 Provider IP Indemnity

Provider will defend and indemnify the Client against third-party claims that the Provider Technology, as provided by Provider and used within the scope of this Agreement, infringes that third party's patent, copyright, or trademark. If such a claim arises or is likely, Provider may at its option (a) procure the right for the Client to continue using the affected component, (b) modify or replace it to make it non-infringing while substantially preserving functionality, or (c) if neither is commercially reasonable, terminate the affected services and refund any prepaid, unused fees for them. This Section states Provider's entire liability and the Client's sole remedy for intellectual-property infringement.

12.3 Exclusions

Provider has no obligation under Section 12.2 to the extent a claim arises from (a) Client Materials, including the Client's data, instructions, prompts, or other inputs; (b) outputs generated at the Client's direction or from Client-supplied inputs; (c) modifications made by anyone other than Provider; (d) combination of the Provider Technology with items not provided by Provider; or (e) use outside the scope of this Agreement or continued use after Provider has provided a non-infringing alternative. The Client will indemnify Provider against third-party claims to the extent arising from (a) through (e).

13. Term and Termination

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section. The Launch Fee is non-refundable once the Launch has begun.

The Client commits to each Subscription Term as described in Section 3.5, and may not terminate the ongoing services for convenience during a Subscription Term. Either Party may decline to renew a Subscription Term by giving written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term, as described in Section 3.5.

If, during a Subscription Term, the Client terminates the ongoing services for convenience or otherwise stops performing (that is, other than for Provider's uncured material breach), the Client will pay, as agreed liquidated damages and not as a penalty, an amount equal to the lesser of (i) the TheIO Subscription Fee that would have accrued from the effective date of termination through the end of the then-current Subscription Term, less Provider's reasonably avoided costs, or (ii) three (3) months of the then-current TheIO Subscription Fee. The Parties agree that Provider's actual damages from early termination would be difficult to determine, and that this amount is a reasonable pre-estimate of those damages in light of the resourcing, onboarding, and capacity Provider dedicates to the engagement.

Either Party may terminate this Agreement for the other's material breach not cured within fifteen (15) days after written notice. On termination, the Client will pay for services performed and committed through the effective date of termination. Provided the Client's account is current, within thirty (30) days after termination Provider will make available to the Client an export of the Client's data and operational documentation in a commercially reasonable format. Within sixty (60) days after termination (or after completing any requested export, if later), Provider will delete or irreversibly anonymize the Client's data in its possession, except for copies in routine backups (deleted on their normal cycle) and any data Provider must retain by law. Provider's Skills and other Provider Technology are not Client data and are not subject to return or deletion.

Sections 7, 8, 9, 10, 11, 12, 13, and 14 survive termination.

14. General

- **Independent contractor.** The Parties are independent contractors; nothing creates a partnership, agency, or employment relationship.
- **Governing law.** This Agreement is governed by the laws of South Carolina, without regard to conflict-of-laws rules. The Parties consent to the exclusive jurisdiction of the courts located in Lancaster County, South Carolina.
- **Assignment.** Neither Party may assign this Agreement without the other's consent, except to a successor in connection with a merger or sale of substantially all assets.
- **Notices.** Notices must be in writing and sent to the addresses on the signature page (email acceptable for routine notices).
- **Publicity.** With the Client's prior written consent (not to be unreasonably withheld), Provider may identify the Client by name and logo and describe the engagement and its general results in Provider's marketing, case studies, and references. Without consent, Provider may refer to the Client in a non-identifying manner (e.g., "a [industry] company").
- **Force majeure.** Neither Party is liable for delays caused by events beyond its reasonable control.
- **Change control.** Material changes to the scope of services, integrations, or TheIO capabilities require written agreement by both Parties through a change order that states the added scope, timeline, and any fee adjustments. This ensures both Parties understand what is changing before work begins.

- **Contractor obligations.** Provider binds all contractors and subcontractors who have access to Client data to confidentiality and data-protection obligations no less protective than those in this Agreement. Provider remains responsible for contractor compliance.
- **Attorneys' fees.** In any action to enforce this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.
- **Non-solicitation.** During the term and for twelve (12) months after, neither Party will knowingly solicit for employment or engagement any individual the other Party employed or engaged in connection with the services, except that general advertising and the hiring of a person who independently responds to it are not a breach.
- **Entire agreement; amendment.** This Agreement, together with all Order Forms executed under it, is the entire agreement between the Parties and supersedes prior discussions on its subject matter. It may be amended only in a writing signed by both Parties. Any conflicting or additional terms in a Client purchase order, vendor-onboarding form, or similar document are rejected and have no effect.
- **Counterparts.** This Agreement may be signed in counterparts, including by electronic signature.

15. Signatures

The Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

PROVIDER: Involving AI LLC	CLIENT: Creta Construction LLC
By: Signed by: Nick Spiers 58A13E7ADDD3402...	By: Signed by: Andrew Cordell 3D46DFF225014B2...
Name: Nicholas Spiers	Name: Andrew Cordell
Title: Founder	Title: Owner
Date: 8/25/2026	Date: 9/8/2026
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Notice email: nick@involvingai.com	Notice email: andrew@cretaconstructionre.com