

MASTER SUBSCRIPTION AGREEMENT (MSA)

This Master Subscription Agreement ("Agreement") governs access to and use of the Company's campaign creation platform 'qiksense' and related services (the "Platform" or "Services"). By creating an account, accessing, publishing a Campaign, or otherwise using the Services, the customer ("Customer") agrees to be bound by this Agreement.

1. Definitions

"Campaign" means a digital campaign created using the Platform and published by the Customer.

"Campaign Duration" means the period selected by the Customer during which a Campaign is active.

"Company" means Real Nation Pte Ltd, and its successors and assigns.

"Customer" means the individual or entity that registers for, accesses, or uses the Services.

End Users: means individuals who access, view, or interact with a Campaign. Customer

Content: means any data, content, materials, or information uploaded, submitted, or otherwise provided by the Customer or its End Users through the Platform in connection with a Campaign.

Campaign Deliverables:

2. Access to the Platform

The Platform may be accessed and explored without charge. Fees are incurred only upon publication of a Campaign.

The Company may modify, enhance, suspend, or update the Platform or any part of the Services from time to time in accordance with this Agreement.

3. Campaign License and Duration

Upon publication of a Campaign and receipt of payment, the Company grants Customer a limited, non-exclusive, non-transferable right to operate the Campaign solely for the selected Campaign Duration.

Licenses, once assigned to a Project, are non-transferable and may not be reassigned.

Campaigns automatically expire upon the end of the Campaign Duration, and access to Campaign functionality or data may be disabled thereafter.

The creation or availability of any Campaign Deliverables during a prior term does not grant Customer any perpetual, royalty-free, or continuing rights to use such Campaign Deliverables without an active and applicable license.

4. Optional Download and Deployment Rights

(a) Optional Feature.

Customer may, for a specific Campaign, purchase optional download and deployment rights ("Download Rights") subject to additional fees as set forth in the applicable pricing schedule.

(b) Scope of License.

Upon payment of the applicable fee, the Company grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable license to download and locally deploy the compiled Campaign output associated with that specific Campaign.

(c) No Transfer of Ownership.

Download Rights do not transfer ownership of the Platform, source code, system architecture, AI models, backend systems, or any underlying proprietary technology. All intellectual property rights remain exclusively with the Company.

(d) Edit Limitation.

Each Campaign with Download Rights includes up to three (3) post-download edits. All edits must be performed through the Company's Platform. Upon completion of the third permitted edit and subsequent download, no further edits shall be permitted for that Campaign.

(e) Local Deployment Responsibility.

The customer is solely responsible for its hosting, infrastructure, and deployment environment. The Company shall not be liable for issues, failures, security vulnerabilities, or performance problems arising from Customer-side deployment.

(f) Non-Refundable.

Download Rights fees are non-refundable once activated.

(g) Independent of Subscription Tier.

Download Rights are independent of subscription tiers and do not modify or replace any recurring license structure unless expressly stated.

(h) Circumvention.

Any attempt to bypass technical edit limitations or otherwise circumvent the restrictions set forth herein constitutes a material breach of this Agreement.

5. Fees and Charges

Fees are incurred only upon publication of a Campaign. Applicable fees, Campaign Duration, data retention options, and any additional charges are as specified on the applicable pricing page, service description, plan details, or order page at the time of purchase.

Fees associated with a Project shall be charged to the account designated as the Project owner.

Downgrades between plans are not supported during renewal periods.

Where applicable, fees may be charged using available payment methods associated with the Customer account.

Promotional licenses or trial access may be offered at the Company's discretion and may be subject to additional terms or limitations.

The Company may modify the features, functionality, or availability of any plans or packages from time to time.

All fees are exclusive of applicable taxes.

The Company reserves the right to update fees and pricing from time to time, applying prospectively only and in accordance with the update provisions of this Agreement.

6. AI Compute Usage

Certain features of the Platform require artificial intelligence (AI) compute resources. AI compute usage will be charged (if applicable) based on usage metrics determined by the Company (which may include requests, tokens, processing time, or other applicable units), in accordance with the applicable pricing schedules or service descriptions published by the Company.

The Company will monitor and record AI compute usage for billing purposes, and such records shall be conclusive and binding in the absence of manifest error. Customer is responsible for managing its usage of such features.

The Company may impose usage limits, quotas, or fair-use restrictions in connection with AI compute usage.

Such pricing may be updated from time to time in accordance with the update provisions of this Agreement.

7. Refund Policy

Campaign Durations (whether monthly or yearly) may be eligible for a refund if requested within seven (7) days from publication.

Refund policies may be updated from time to time on a prospective basis.

Each Customer account is eligible for a refund only once.

Download Rights fees are non-refundable once activated.

8. Data Retention

Campaign data may be retained for a limited period following Campaign expiration in accordance with the Data Processing Addendum (DPA).

In certain cases, data may be retained in backups or system logs for security, legal, or operational purposes and removed in the ordinary course of system operations.

Extended retention options may be offered for an additional fee.

9. Documents Incorporated by Reference

This Agreement incorporates by reference the Acceptable Use Policy (AUP), Service Level Agreement (SLA), and Privacy Policy & Data Processing Addendum (PP+DPA), each as made available by the Company on the Platform or otherwise provided to Customer from time to time.

10. Suspension and Termination

The Company may suspend or terminate access to the Services (in whole or in part) in the event of non-payment, breach of this Agreement, violation of the AUP, or where reasonably necessary due to security or legal risks..

Where reasonably practicable, the Company will provide notice of suspension and may allow Customer an opportunity to remedy the issue.

Termination or suspension may result in loss of access to Campaigns and related data.

Termination does not entitle Customer to a refund except as expressly stated.

11. Confidentiality

Each party shall protect the other party's confidential information solely for purposes of performing under this Agreement.

Confidential information does not include information that is publicly available or independently developed without use of the other party's confidential information.

Each party may disclose confidential information to its employees, affiliates, or service providers on a need-to-know basis.

These obligations survive termination of this Agreement.

12. Intellectual Property

The Platform, including all software, templates, workflows, interfaces, features, system architecture, analytics frameworks, and underlying technology, is and shall remain the exclusive property of the Company.

For the avoidance of doubt, the Platform is licensed to Customer under this Agreement and is not sold.

Customer shall have no right to receive or access any source code, object code, system architecture, technical documentation, or underlying technology of the Platform.

Any Campaign outputs, configurations, workflows, or system-generated elements made available through the Platform are provided solely for use within the Platform and may not be reproduced, extracted, or used outside the Platform except as expressly permitted by the Company or applicable features.

Customer retains all rights, title, and interests in and to Customer Content, to the extent such rights exist, and is responsible for ensuring it has all necessary rights, consents, and legal bases to collect, use, and provide such Customer Content.

Customer grants the Company a limited, non-exclusive, royalty-free license to use, host, process, display, and reproduce Customer Content solely for the purpose of operating, supporting, and providing the Services.

All system-generated data, analytics, reports, metrics, insights, and any aggregated or anonymized data derived from the use of the Platform may be used by the Company for service improvement, analytics, benchmarking, and product development purposes, provided that such data does not identify Customer or any individual end user.

Downloadable Campaign outputs are provided in compiled form only and do not grant access to underlying source code or proprietary system components.

13. Disclaimers and limitation of liability

The Services are provided "as is" and "as available". To the fullest extent permitted by law, the Company disclaims all warranties, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

The Company does not warrant that the Services will be uninterrupted, error-free, secure, or meet Customer's requirements.

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, data, or business opportunities, arising out of or in connection with the use of the Services.

The Company's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total fees paid by Customer to the Company in the twelve (12) months prior to the event giving rise to the claim.

14. Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Company.

The Company may assign this Agreement, in whole or in part, without Customer's consent, to any affiliate or in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of its business or assets.

This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than payment obligations) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labour disputes, governmental actions, or failures of utilities or telecommunications networks, internet service providers, hosting providers, cloud service providers, or AI service providers.

16. Survival

Sections relating to fees and charges, confidentiality, intellectual property, data protection, audits and compliance, disclaimers, limitation of liability, governing law, and any other provisions which by their nature should survive termination, shall survive the termination or expiration of this Agreement.

Download Rights grant Customer a limited right to use the downloaded Campaign output in compiled form for its internal or intended business purposes. Such rights do not include updates, support, or continued access to the Platform.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with this Agreement.

18. Updates

The Company may update this Agreement from time to time. Updates shall apply prospectively only.

Any updated version of this Agreement will become effective upon posting on the Platform (including through the dashboard) or upon delivery to Customer by email or other written communication, provided that any material changes will be notified to Customer in advance. If Customer does not agree to a material update, Customer may terminate the Agreement without penalty, and no refunds shall be provided; accrued fees remain payable, upon written notice prior to the effective date of such update.

Customer's continued use of the Services after an updated Agreement becomes effective constitutes acceptance of the revised Agreement.

End of Agreement