AIRWAVE · WAVELENGTH LABS, INC.

Master Services Agreement

Effective Date: January 6, 2026

This Master Services Agreement is entered into by and between **Wavelength Labs, Inc.**, a Delaware corporation (DBA Airwave), and the customer identified in the applicable Order Form.

1. Definitions

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party.

"Customer Content" means all data, content, materials, video, audio, images, documents, transcripts, reports, and information captured, uploaded, generated, or submitted by Customer or its Authorized Users through the Services.

"Order Form" means an ordering document executed by the parties that references this Agreement and specifies pricing, term, scope, and products.

"Services" means Airwave's software platform, including AI-powered features, reporting tools, knowledge base, integrations, and related support services, as further described in an Order Form.

"Smart Glasses" means Airwave-branded or Airwave-approved smart safety glasses provided in connection with the Services.

2. Scope of Agreement

Order Forms. This Agreement governs all Order Forms. In the event of a conflict, the following order of precedence applies: (i) Order Form, (ii) this Agreement, (iii) Privacy Policy, (iv) Terms of Use.

Business Use Only. The Services are intended for business use only.

3. Services and Hardware

Provision of Services. Subject to this Agreement and an applicable Order Form, Airwave shall provide Customer access to the Services.

Smart Glasses. Smart Glasses may be sold, bundled, or subsidized as part of a software subscription, as specified in the Order Form. Hardware is governed by this Agreement.

Third-Party or Customer-Provided Hardware. Customer may use third-party or customer-owned hardware with the Services if supported by Airwave. Airwave makes no warranty regarding third-party

hardware compatibility.

4. Customer Content and Data Rights

Ownership. Customer retains all right, title, and interest in and to Customer Content.

Limited License to Airwave. Customer grants Airwave a limited, non-exclusive, non-transferable license to process Customer Content solely as necessary to provide the Services and generate outputs requested by Customer. This license terminates upon termination of the applicable Order Form.

No Access by Default. Airwave does not access Customer Content. Any access requires Customer's explicit written authorization and is limited, logged, and temporary.

5. AI and Machine Learning

Advisory Outputs. AI-generated outputs are provided for informational and advisory purposes only and do not replace professional judgment.

Customer Responsibility. Customer is solely responsible for safety decisions, regulatory compliance, and validation of all outputs.

No Global Model Training. Customer Content is not used to train or improve global AI models and is not shared across customers.

6. Security and Data Protection

Security Measures. Airwave implements commercially reasonable administrative, technical, and physical safeguards, including encryption in transit and at rest.

Security Audits. Upon reasonable request, Customer may review Airwave's security controls, subject to confidentiality.

Incident Notification. Airwave shall notify Customer without undue delay following confirmation of a security incident materially affecting Customer Content.

Data Protection Laws. Airwave processes personal data in accordance with applicable data protection laws, including GDPR and CCPA, where applicable.

7. Confidentiality

Confidential Information. Each party may receive Confidential Information from the other. Customer Content is deemed Confidential Information.

Obligations. Each party shall protect the other's Confidential Information using reasonable care and not disclose it except as permitted.

Duration. Confidentiality obligations survive for two (2) years after termination; trade secrets survive indefinitely.

8. Warranties and Disclaimers

Limited Warranty. Airwave warrants that the Services will perform materially as described under normal use.

Disclaimer. EXCEPT AS EXPRESSLY STATED, THE SERVICES AND HARDWARE ARE PROVIDED "AS IS." AIRWAVE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Hardware Warranty. Smart Glasses are covered by a limited Airwave warranty or manufacturer pass-through warranty, as specified in the Order Form.

9. Indemnification

By Customer. Customer shall indemnify and defend Airwave from claims arising from illegal recording, consent law violations, workplace safety violations, and misuse of AI outputs.

By Airwave. Airwave shall indemnify Customer against third-party claims alleging that the Services infringe intellectual property rights.

10. Limitation of Liability

Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Liability Cap. Each party's total liability is capped at the fees paid by Customer in the twelve (12) months preceding the claim.

Cap Exclusions. The liability cap does not apply to Airwave's IP indemnity obligations or Customer's indemnification obligations.

11. Payment Terms

All fees, payment terms, and billing details are specified in the applicable Order Form.

12. Term and Termination

Term. The term is defined in the Order Form.

Termination for Cause. Either party may terminate for material breach not cured within 30 days (general breaches) or 15 days (payment breaches).

Early Termination Fee (Hardware). If Customer terminates early and hardware is included, Customer shall pay the remaining incremental hardware license fees for the remainder of the term.

Effect of Termination. Upon termination, access to the Services ceases and Customer Content is deleted.

13. Publicity

Airwave may list Customer's name and logo as a customer reference unless Customer opts out in writing. Case studies require written consent.

14. Export Controls

Customer shall comply with all applicable export control laws.

15. Assignment

Airwave may assign this Agreement in connection with a merger, acquisition, or asset sale. Customer may not assign without consent.

16. Governing Law and Venue

This Agreement is governed by the laws of the State of Delaware, and disputes shall be resolved in Delaware state courts. Jury trial rights are waived.

17. Survival

Sections relating to confidentiality, IP, indemnification, liability, and governing law survive termination.

18. Entire Agreement

This Agreement, together with Order Forms, constitutes the entire agreement between the parties.
