



# Master Services Agreement

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The Billing Project, LLC  
1001 Bracken Avenue  
Las Vegas, NV 89104

## Master Services Agreement

This Master Services Agreement (“Agreement”) governs the Client’s access to and use of the Company’s products and services. By accessing, installing, or using any Company product or service or by creating an account with the Company or on its website, the Client agrees to be bound by this Agreement. If the Client elects to purchase paid services, including Support Subscriptions or Aviate, such purchases will be set out in one or more Order Forms or Statements of Work (“**SOW**”), each of which will reference and be governed by this Agreement. A SOW must be signed by the Client to become effective; this Agreement itself does not require signature. Company and Client may be referred to individually as a “Party” and collectively as the “Parties.”

## Definitions

ARR	Annual Recurring Revenue
Aviate	Kill Bill Aviate plugin
Business Day	Any day other than a Saturday, Sunday, U.S. federal holiday, U.K. public holiday, or any other day on which banks are generally authorized or required by law to close in either (a) the United States or (b) the United Kingdom.
Business Hours	9:00 a.m. to 5:00 p.m. in the local time zone of the location providing the relevant Company service or support, on a Business Day
Client	The person accessing, installing, or using any Company product, service, or creating an account on the Company website, or entering into a SOW with the Company.
Company	The Billing Project, LLC, a Nevada Limited Liability Company (“Company”) with its principal office located at 1001 Bracken Avenue, Las Vegas, NV 89104.
Confidential Information	Any non-public information disclosed or made available by the Company to the Client, whether orally, visually, electronically or in writing, including all business, financial, technical, product, roadmap, security, architectural, pricing, customer, operational, and strategic information, and any information relating to the Company, Aviate, Support Services, or the Subscription Services. Confidential Information includes any applicable SOW (entered between the Company and the Client) and its terms. Confidential Information does not include information that:

	<p>(i) is or becomes publicly available through no breach of this Agreement;</p> <p>(ii) was lawfully known to the Client without restriction before disclosure by the Company as can be demonstrated by written evidence; or</p> <p>(iii) is rightfully received from a third party without restriction as can be demonstrated by written evidence.</p>
Fees	Any and all amounts payable by the Client to the Company under any applicable SOW, including without limitation subscription fees, support fees, Aviate fees, license fees, usage-based charges, professional services fees, and any other charges set out in the applicable SOW, exclusive of applicable taxes. The Client is responsible for all sales, use, VAT, GST or similar taxes arising from this Agreement or any applicable SOW, excluding taxes based on the Company's income.
Intellectual Property Rights	All current and future rights in, to, or arising out of patents, patent applications, and inventions (whether patentable or not); copyrights, moral rights, and rights in software, source code, object code, algorithms, architectures, interfaces, documentation, databases, and data structures; trademarks, service marks, trade names, trade dress, logos, and other designations of source; trade secrets, know-how, confidential information, and proprietary information; rights in data, data compilations, data models, and data outputs; domain names and similar identifiers; all derivative works, modifications, enhancements, updates, upgrades, translations, adaptations, improvements, or other changes to any of the foregoing; all rights arising from or related to feedback, suggestions, or recommendations; and all other intellectual, industrial, or proprietary rights worldwide, whether registered or unregistered, including all applications, renewals, extensions, restorations, continuations, and counterparts relating to any of the foregoing.
Support Service(s)	Any services provided by the Company to the Client under the Client's Support Subscription
Support Subscription(s)	Tier 1 Support or Tier 2 Support as further described in this Agreement
Use It or Lose It	Any right, benefit, allocation, credit, or entitlement granted to the Client must be exercised, redeemed, or utilized within the period specified in the applicable SOW; otherwise, it automatically expires at the end of that period and cannot be carried over, extended, refunded, or exchanged.



## Products / Services

### Access & Use Rights

#### Kill Bill

The Client may access and use Kill Bill under the open-source Apache license 2. Except as expressly set out in the aforementioned license, the Client receives no rights in [Kill Bill]. The Company does not provide any maintenance or support for Kill Bill unless the Client purchases a Support Services subscription.

#### Aviate (*Standalone*)

Aviate refers to the Kill Bill Aviate plugin and the companion Aviate UI. Subject to the Client's compliance with this Agreement and payment of all applicable Fees, the Company grants the Client a limited, non-exclusive, non-transferable, non-sublicensable license to install and use Aviate solely for the Client's internal business purposes during the subscription term.

### Product and Support Services / Fees

#### Aviate (*Standalone*)

Product download only with no support.

Only available if Client is making less than USD \$15,000,000 ARR at the time of subscription and throughout the applicable subscription term. The Client represents and warrants that it satisfies this ARR threshold when purchasing and shall promptly notify the Company if its ARR exceeds this limit. The Company may require reasonable evidence of ARR to verify eligibility.

If the Client's Aviate subscription terminates or expires, the Client shall immediately cease all use of Aviate and within thirty (30) days permanently delete and uninstall Aviate. Upon request, the Client shall provide written certification that it has complied with this paragraph. The Company may require reasonable evidence of such deletion/uninstall.

#### Tier 1 Support (Upper Tier)



Description: Enterprise Success Plan. Our highest-tier success plan for organizations running mission-critical, regulated, or high-scale billing workloads. Client gets priority access, proactive guidance, architecture reviews, and hands-on support from the team that builds Kill Bill and Aviate.

Product Included:

- Aviate (must be downloaded and installed as part of Kill Bill even if features are not used by Client).
- If the Client's Support Subscription terminates or expires, and the Client does not purchase a standalone Aviate license, the Client shall, within thirty (30) days, permanently delete, uninstall and cease all use of Aviate. Upon request, the Client shall provide written certification that it has complied with this paragraph. The Company may require reasonable evidence of such deletion/uninstall.

Services provided:

- Priority Slack channel and priority engineering queue
- 2 Business Day technical support SLA for critical production issues [24x5, Business Hours]
- Proactive guidance: architecture reviews, upgrade planning, and performance recommendations to keep your billing stack running smoothly at scale
- Key event readiness for launches, migrations, and quarterly billing runs [as requested by the Client, max 1/quarter]
- Deep investigations for critical issues led by our engineers
- Custom recommendations for performance, observability, and security

Services excluded:

- Features development

## Tier 2 Support (Lower Tier)

**Only available if Client is making less than USD \$65,000,000 ARR through Kill Bill at the time of subscription and throughout the applicable Subscription Term. The Client represents and warrants that it satisfies this ARR threshold when purchasing Tier 2 and shall promptly notify the Company if its ARR exceeds this limit. The Company may require reasonable evidence of ARR to verify eligibility.**



Description: Growth Support. A cost-effective support plan for teams who operate Kill Bill themselves but want direct access to the maintainers when issues arise. Ideal for steady-state operations and non-urgent investigations. Ideal for growth-stage teams who operate Kill Bill independently but want expert help when needed.

Product Included:

- Aviate (must be downloaded and installed as part of Kill Bill even if features are not used by Client).
- If the Client's Support Subscription terminates or expires, and the Client does not purchase a standalone Aviate license, the Client shall, within thirty (30) days, permanently delete, uninstall and cease all use of Aviate. Upon request, the Client shall provide written certification that it has complied with this paragraph. The Company may require reasonable evidence of such deletion/uninstall.

Services provided:

- Slack access to the core team
- Up to 4 hours/week of guidance and troubleshooting (Use It or Lose It)
- Best-effort investigations for non-critical issues
- Upgrade and configuration recommendations

Services excluded:

- Features development
- Third-party security libraries upgrades

## Payments

Fees are to be paid as follows:

- (i) Aviate (*Standalone*) subscription Fees are due and payable in advance at the start of each subscription term or renewal term;
- (ii) Support Subscription Fees are due and payable within thirty (30) days of the start of each subscription term or renewal term;
- (iii) usage-based or variable Fees are due and payable monthly in arrears; and
- (iv) all other Fees are due within thirty (30) days of the date of invoice.

Fees shall be paid by the payment method designated by the Client in its account or as otherwise agreed in this SOW. The Client authorizes the Company (and its payment



processors) to automatically charge any such payment method for all applicable Fees when due. Any undisputed amount not paid when due accrues interest at 1.5% per month (or the maximum rate permitted by law, if lower) from the due date until paid, and the Company may suspend the Client's access to Aviate or Subscription Services until payment is received.

All Fees are non-cancellable and non-refundable, except as expressly provided in this SOW. Fees shall be paid without setoff, deduction, or withholding of any kind.

## IP & Licensing

Aviate is licensed, not sold. The Company retains all right, title and interest (including all Intellectual Property Rights) in Aviate and all related materials, enhancements and derivative works. No rights are granted to the Client except as expressly stated in this Agreement.

Except to the extent expressly permitted by applicable law without contractual waiver, the Client shall not, and shall not permit any third party to:

- a) copy, modify, translate, adapt or create derivative works of Aviate;
- b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of Aviate;
- c) sell, resell, license, sublicense, rent, lease, loan, export, distribute or otherwise make Aviate available to any third party;
- d) use Aviate for the benefit of any third party, including on an outsourcing or service bureau basis;
- e) remove, obscure or alter any proprietary notices or branding associated with Aviate;
- f) whitelabel, rebrand or otherwise present Aviate as the Client's own product;
- g) use Aviate to develop any competing or substitutive product or service; or
- h) use Aviate in breach of applicable law, or this Agreement.

## Confidentiality

The Client shall:

- a) keep all Confidential Information strictly confidential;
- b) use the Confidential Information solely for the purpose of using the Subscription Services in accordance with this Agreement and any applicable SOW;



- c) not disclose Confidential Information to any third party, except to its employees or professional advisors who have a need to know and are bound by confidentiality obligations no less protective than those in this Agreement; and
- d) protect Confidential Information using no less than a reasonable degree of care, and in any event no less than the measures it uses to protect its own confidential information of similar importance.

If the Client is required by law, court order, or governmental authority to disclose any Confidential Information, it shall provide the Company with prompt written notice (to the extent legally permitted) and reasonably cooperate in seeking confidential treatment. Only the minimum required disclosure may be made. Upon termination of this Agreement, any applicable SOW, or upon the Company's request, the Client shall promptly delete, destroy, or return all Confidential Information in its possession and certify compliance upon request.

## **Warranties & Disclaimers**

### **No Warranty**

THE SUBSCRIPTION SERVICES, AVIATE, AND ALL RELATED MATERIALS, INFORMATION, AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, PERFORMANCE, RESULTS, OR THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY PRODUCTS, DATA, INTEGRATIONS, CODE, OR SERVICES. THE CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, STATEMENT, OR PROMISE NOT EXPRESSLY SET OUT IN THIS AGREEMENT OR ANY APPLICABLE SOW.

### **Client Warranties**

The Client represents and warrants that:



- a) it has the full right and authority to enter into this Agreement and any applicable SOW;
- b) its use (as applicable) of Aviate and/or the Subscription Services will comply with all applicable laws;
- c) it will not submit unlawful, infringing, or harmful data to the Company; and
- d) all ARR and other information it provides to the Company is accurate.

## Marketing Rights

### Use of Name, Logo and Marks.

The Client grants the Company a worldwide, non-exclusive, royalty-free, irrevocable, sublicensable license to use, reproduce and display the Client's name, logo, trademarks and any publicly available or Client-provided marketing materials ("Client Marks") for the purpose of marketing, promotional and sales activities, including case studies, customer lists, websites, social media, conferences, and investor presentations, without requiring further consent.

### No Obligation to Participate.

The Client has no obligation to participate in any case study, interview or similar activity unless it agrees in writing. However, the Client Marks may be used regardless of such participation.

### Opt-Out for Legal Reasons.

The Client may request removal or restricted use of its Client Marks solely where such use would breach mandatory law or a binding contractual obligation owed by the Client to a third party. The Client must provide reasonable substantiation of such obligation. The Company shall use commercially reasonable efforts to comply with any such request going forward.

### No Endorsement.

Use of Client Marks does not create or imply any endorsement of the Company or its products beyond the fact that the Client is a user or customer.

## Client Obligations

### Accurate ARR Reporting.

The Client represents and warrants that all ARR information it provides to the Company for the purposes of Support Tier eligibility or pricing is complete and accurate. The Client shall promptly notify the Company in writing if its ARR increases such that it no longer qualifies for Tier 2 Support. The Company may request reasonable supporting documentation to verify ARR, and the Client shall cooperate with such requests.

### Compliance with Laws.

The Client shall use the Product only in compliance with all applicable laws, regulations and industry standards, including those relating to data protection, export control, financial services, and consumer protection. The Client is solely responsible for ensuring that its use of Aviate or the Support Services complies with any regulatory requirements specific to its business or jurisdiction.

### Account Security; No Sharing of Credentials.

The Client is responsible for maintaining the confidentiality and security of all usernames, passwords, API keys and other access credentials used to access the Product. The Client shall not share credentials with any other person or entity and shall notify the Company immediately of any suspected unauthorized access, loss or compromise of credentials.

### No Third-Party Access.

Except as expressly permitted in writing by the Company, the Client shall not permit any third party — including consultants, contractors, or service providers — to access or use Aviate. The Client remains responsible for all use of Aviate under its accounts, whether authorized or unauthorized.

### Restrictions on Competitive Analysis.

The Client shall not use Aviate or any part of the Services (including any output, data, insights, models, or results generated from the Services or by the use of Aviate) for any competitive purpose, including but not limited to: benchmarking, competitive analysis, performance or stress testing, product comparison, evaluation of feature parity, or assessing suitability for

developing, training, improving or refining any product or service that competes, directly or indirectly, with any product or service of the Company.

The Client shall not publish, disclose, share, or make available to any third party any results, metrics, analyses, or other information derived from such activities without the Company's prior written consent. The Client shall not permit any competitor of the Company, or any employee, contractor, consultant, or agent of a competitor, to access or use Aviate, whether directly, indirectly, or on the Client's behalf.

Any use of Aviate for a competitive purpose, or any facilitation of access by a competitor, constitutes a material breach of this Agreement.

## Security Cooperation.

The Client shall implement and maintain appropriate technical and organizational measures to secure its systems and data in connection with its use of Aviate. The Client shall cooperate with the Company's reasonable security instructions, incident response procedures, and requests for information relating to suspected or actual security incidents. If the Client becomes aware of any vulnerability, misuse, or unauthorized access relating to Aviate, it shall promptly notify the Company and provide all reasonable assistance.

## Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CLIENT TO THE COMPANY UNDER THE SOW GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The Company shall have **no liability** arising from or related to:

- a) Kill Bill or any open-source components;
- b) third-party products, data, integrations, or services;
- c) the Client's misuse, unauthorized access, or configuration errors;
- d) features identified as beta, experimental, or pre-release; or
- e) the Client's failure to comply with the Agreement or any applicable SOW.

The Client shall be liable to the Company for any:

- a) Client's breach of this Agreement or any applicable SOW; or
- b) the Client's misuse or unauthorized use of the Aviate, or the Support Services.

## Term/Termination

This Agreement begins on the date the Client first accesses or uses any Product and continues in full force and effect until terminated by the Company. Each SOW (for Subscription Services, Aviate, or any other support or service) will specify its own initial term and renewal period (if any). Termination or expiration of a SOW affects only that SOW and does not terminate this Agreement or any other SOW.

## Misc

### Governing Law & Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

Each Party irrevocably agrees that the state and federal courts located in the State of Delaware shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter. Each Party waives any objection to venue in such courts on the grounds of inconvenient forum or otherwise.

## Notices

All notices under this Agreement shall be in writing and delivered: (a) by hand; (b) by nationally recognized overnight courier; or (c) by email to the email address designated by a party for such purposes. Notices shall be deemed received: (i) if delivered by hand, at the time of delivery; (ii) if sent by overnight courier, one (1) business day after posting; or (iii) if sent by email, when the email is sent, unless the sender receives an automated failure notification.

## Assignment

The Client may not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the Company. The Company may assign or transfer this Agreement (in whole or in part) without consent: (a) to any Affiliate; or (b) in connection with a merger, acquisition, corporate reorganization, sale of assets or equity, or other change of control. Any prohibited assignment is void. Subject to the foregoing, this Agreement shall bind and benefit the parties, their successors and permitted assigns.

## Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations caused by circumstances beyond its reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labor disputes, failures of third-party networks or services, or governmental actions ("Force Majeure Event"). The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event.

## Entire Agreement

This Agreement, together with all SOWs, exhibits, schedules and documents expressly incorporated by reference, constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior or contemporaneous agreements, proposals, negotiations or representations, written or oral, relating to the same subject.

## Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the provision shall be deemed severed from this Agreement. Any such determination shall not



affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

## **Waiver**

No failure or delay by the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. A waiver is effective only if it is in writing and signed by the Company, and shall apply only to the specific instance identified in the writing and not to any future or other instance.

## **Amendments**

The Company may update or modify this Agreement at any time by posting a revised version on the Company website or by providing notice through the Client's account or email. Any such update or modification shall become effective immediately upon posting unless a later effective date is stated, whether with or without additional notice to the Client. The Client's continued access to or use of Aviate or any Subscription Services after the effective date of the updated Agreement constitutes the Client's acceptance of the updated terms. If the Client does not agree to the updated Agreement, the Client must immediately cease all use of the Company's products and services.