

# FASTSTRAT SOFTWARE AS A SERVICE AGREEMENT

Updated August 14, 2025

This Software as a Service Agreement (the “**Agreement**”) is effective as of August 14, 2025 (the “**Effective Date**”), is by and between **MSTG FastStrat, LLC** (“FastStrat”), a Florida Limited Liability Company with offices at 4418 NW 54th Terrace, Ocala, Florida 34482, (“**Provider**”), and the entity or individual identified as the Customer (“**Customer**”). FastStrat and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to Services to its customers; and

WHEREAS, Customer desires to access the services, and Provider desires to provide customer access to the Services, subject to the terms and conditions of this Agreement.

By clicking/checking the “**I Agree to Subscription Agreement**” button, executing an Order Form, or otherwise accessing the Services, Customer agrees to be bound by this Agreement. If Customer does not agree, Customer must not use the Services. If entering into this Agreement on behalf of an entity, the signatory represents and warrants that they have the authority to bind such entity.

The Parties agree as follows:

## 1. Definitions

- “**AUP**” means FastStrat’s Acceptable Use Policy located at [www.faststrat.ai](http://www.faststrat.ai), as updated from time to time.
- “**API**” means FastStrat’s application programming interfaces, SDKs, and related integration materials.
- “**App**” means the FastStrat desktop and/or mobile application.
- “**Beta Services**” means features provided for evaluation purposes and identified as beta, pilot, early access, or similar.
- “**Confidential Information**” means non-public information disclosed by one Party to the other that is designated as confidential or reasonably understood to be confidential. Confidential Information excludes information that is publicly known, independently developed, or obtained from a third party without restriction.
- “**Customer Property**” means (i) Input, (ii) Output, and (iii) other content or data supplied by Customer.
- “**Documentation**” means FastStrat’s user guides and instructions regarding the Services.

- **“Effective Date”** means the effective date of the first Order Form executed by the Parties.
- **“Input”** means information Customer or Users provide to the Services.
- **“FastStrat Property”** means the Services, Documentation, software, and all intellectual property provided by FastStrat.
- **“Order Form”** means a document executed by the Parties specifying the Services, Fees, and Subscription Term.
- **“Output”** means results generated by the Services based on Customer’s Input.
- **“Personal Data”** means information relating to an identified or identifiable natural person.
- **“Processing”** means any operation performed on Personal Data, including collection, use, storage, and transmission.
- **“Services”** means FastStrat’s SaaS platform, including updates and enhancements.
- **“Subscription Term”** means the duration of Services as specified in an Order Form.
- **“Third-Party Products”** means applications or services not provided by FastStrat but integrated with the Services.
- **“Users”** means individuals authorized by Customer to access the Services.

## 2. Services

a. **Access Rights.** Subject to the terms of this Agreement and payment of all applicable fees, FastStrat grants Customer a limited, non-exclusive, non-transferable right to access and use the Services during the Subscription Term.

b. **Order Forms.** Each Order Form executed by the parties specifies the scope of Services, Fees, Subscription Term, permitted Users, and usage limits. In the event of a conflict between the terms of this Agreement and any Order Form, the Order Form will control solely with respect to the subject matter of that Order form.

c. **Guidelines.** Customer will comply with the AUP and Platform Guidelines located at [www.faststrat.ai](http://www.faststrat.ai).

d. **Service Modifications:** FastStrat may enhance or modify the Services but won’t materially reduce core functionality of the Services during the Subscription Term.

## 3. Fees and Payment

a. **Fees.** Customer shall pay all Fees as set forth in each Order Form. Except as expressly stated in this Agreement or an applicable Order Form, all Fees are non-cancellable and non-refundable, and Customer may not withhold or set off any amounts due.

b. **Invoices.** Fees are invoiced and payable within the period specified in the applicable Order Form. Late payments accrue interest at 1.5% per month or the maximum rate

permitted by law, whichever is lower. FastStrat may suspend access to the Services if undisputed Fees remain unpaid for more than [30] days following the due date, after providing written notice to Customer.

c. **Taxes.** Customer is responsible for all applicable taxes. If FastStrat is required to pay taxes on Customer's behalf, Customer shall promptly reimburse FastStrat.

## 4. Intellectual Property

a. **Customer Property.** Customer retains all rights, title and interest in and to all data, content, and materials provided to FastStrat by or on behalf of Customer in connection with the Services ("**Customer Property**"). FastStrat will use Customer Property, which includes any Customer Input and resulting Output generated through the Services. Solely to provide and improve services in accordance with this agreement.

b. **FastStrat Property.** FastStrat retains all rights, title, and interest in and to the Services, software, technology, algorithms, know-how, documentation, and all other intellectual property provided or made available by FastStrat ("**FastStrat Property**"). No rights are granted to Customer other than those expressly stated in this Agreement.

c. **License to Customer Property.** Customer grants FastStrat a limited, non-exclusive license to use Customer Property solely for the purpose of providing Services. The license terminates upon deletion of Customer Property from the Services or upon termination of this Agreement.

d. **Feedback.** Customer may provide suggestions, comments or feedback regarding the Services ("Feedback"). Customer grants FastStrat a royalty-free, perpetual license to use any feedback provided for product improvement. Customer waives any claim of ownership or compensation based on FastStrat's use of such Feedback.

## 5. Data Usage for AI Training

a. **Anonymized Data Definition and Use:** Anonymized Data means data originally derived from Customer Property that has been (i) de-identified so that it cannot reasonably be used to identify Customer, its Users, or any individual, and (ii) combined with data from other customers or sources in a way that no longer allows the data to be associated with customer. FastStrat may use anonymized and aggregated data derived from Customer Property to improve Services and train AI models. Such data will not identify Customer or its Users.

b. **Consent.** Customer acknowledges and agrees that anonymized and aggregated data may be used without opt-out.

c. **Compliance:** FastStrat's use of Anonymized and Aggregated Data will comply with applicable data protection and privacy laws.

## 6. Data Privacy and Security

a. **Security.** FastStrat maintains administrative, physical, and technical safeguards consistent with industry standards. Details are available at [FastStrat URL].

b. **Hosting.** Customer Property may be hosted in the United States, Latin America, European Economic Area, the United Kingdom, or with authorized third-party providers, and will ensure that any transfer of the Customer Property outside the Customer's jurisdiction complies with applicable data protection laws.

d. **Confidentiality:** Each Party agrees to protect the other Party's Confidential Information with the same degree of care it uses to protect its own confidential information (but not less than a reasonable standard of care), and not to use or disclose such information except as permitted under this Agreement.

e. **Third-Party Integrations.** Customer may connect third-party providers via APIs at its own discretion. **FastStrat is not responsible for the functionality of third-party products.**

f. **Cookies.** FastStrat uses first-party cookies in accordance with its Cookie Policy.

## 7. Data Protection

a. **Roles of the Parties.** Customer acts as "Data Controller" and FastStrat acts as "Data Processor" with respect to any Personal Data processed through the Services.

b. **Processing of Personal Data.** FastStrat will process Personal Data solely to provide the Services, in accordance with Customer's instructions, and not for any other purpose except as required by law.

c. **Subprocessors.** Customer authorizes FastStrat to engage subcontractors ("Subprocessors") to process Personal Data, provided that FastStrat will: (i) impose equivalent data protection obligations; and (ii) remain responsible for their performance. A current list of Subprocessors is available at [FastStrat URL].

d. **Security.** FastStrat will implement appropriate technical and organizational safeguards to protect Personal Data against unauthorized access, loss, or disclosure, as further described in Section 6 (Data Privacy and Security).

e. **International Transfers.** Customer agrees that Personal Data may be processed in the Colombia, United States or other jurisdictions where FastStrat or its Subprocessors operate. Where legally required, FastStrat will rely on valid transfer mechanisms, such as the European Commission's Standard Contractual Clauses or successor frameworks.

f. **Data Subject Rights.** FastStrat will provide reasonable assistance in responding to data subject requests. If a request is made directly to FastStrat, FastStrat will promptly notify Customer.

g. **Data Breach Notification.** FastStrat will notify Customer without undue delay upon becoming aware of a confirmed Personal Data Breach affecting Customer's Personal Data. FastStrat's notification or response shall not be construed as an admission of fault or liability.

h. **Return or Deletion.** Upon termination or expiration of this Agreement, FastStrat will, at Customer's written election, delete or return all Personal Data, except to the extent retention is required by law or for legitimate business purposes (e.g., archival backups). In such cases, FastStrat will continue to protect the retained Personal Data in accordance with this Agreement.

## 8. Warranties

a. **Authority.** Each Party represents it has the authority to enter into this Agreement.

b. **FastStrat Warranty.** FastStrat warrants that, during the Subscription Term, the Services will perform materially in accordance with the applicable Documentation. This warranty does not apply to issues resulting from: (i) misuse or unauthorized modifications of the Services; (ii) use of the Services with non-FastStrat systems or third-party services; or (iii) factors outside of FastStrat's reasonable control. Customer's exclusive remedies for breach of this warranty are: (1) correction of the non-conforming Services, or (2) if FastStrat determines correction is not commercially reasonable, termination of the affected Services and a refund of prepaid, unused Fees

c. **Disclaimer.** EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS." FASTSTRAT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FASTSTRAT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR THAT CUSTOMER PROPERTY WILL NOT BE LOST, DAMAGED, OR CORRUPTED

d. **Beta Services.** Beta or evaluation services may be offered from time to time ("Beta Services"). Beta Services are provided solely for testing and evaluation purposes, are not supported, may be discontinued at any time, and are provided "AS IS," without warranty.

## 9. Indemnification

a. **By FastStrat.** FastStrat will indemnify Customer against claims alleging that the Services infringe third-party intellectual property rights, subject to limitations herein. Remedies include obtaining rights, modifying the Services, or terminating with a refund.

b. **By Customer.** Customer will indemnify FastStrat against claims arising from Customer Property or Customer's breach of Sections 3, 4, or 5.

c. **Conditions.** The indemnified Party must provide prompt written notice, allow the indemnifying Party to control the defense, and reasonably cooperate.

## 10. Limitation of Liability

a. **Exclusion.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

b. **Cap.** Each Party's total liability will not exceed the Fees paid by Customer in the twelve (12) months preceding the claim.

c. **Exceptions.** The limitations set forth in Sections 10(a) and 10(b) shall not apply to: (i) indemnification obligations; (ii) liability arising from a Party's gross negligence or willful misconduct; or (iii) liability for infringement of intellectual property or breach of confidentiality obligations.

d. **Customer Use.** FastStrat is not responsible for outcomes, decisions, or business results based on Customer's use of the Services.

## 11. Term and Termination

a. **Term.** This Agreement becomes effective on the Effective Date and remains in effect until terminated under this Section.

b. **Subscriptions.** Subscriptions begin on the Order Form start date and renew automatically unless either Party provides at least thirty (30) days' notice of non-renewal.

c. **Termination for Cause.** Either Party may terminate for material breach not cured within thirty (30) days of written notice. The Agreement also terminates automatically if no Order Forms remain active for thirty (30) days.

d. **Effect of Termination.** Customer must cease use of the Services. FastStrat will provide Customer Property (Input and Output) upon request within thirty (30) days.

e. **Survival.** Sections 1, 3–7, 8(d), 9, 10, 11(d)–(e), and 12 will survive termination.

## 12. Miscellaneous

a. **Relationship.** The Parties are independent contractors. Nothing herein creates a partnership, agency, or joint venture.

b. **Entire Agreement.** This Agreement, including all Order Forms, exhibits, and the DPA, constitutes the entire agreement and supersedes all prior agreements. Conflicting purchase order terms are void.

c. **Amendments.** Except for AUP updates, amendments must be in writing and signed by both Parties.

d. **Governing Law; Arbitration.** This Agreement is governed by Florida law. Any disputes shall be resolved by binding arbitration in Ocala, Florida under JAMS rules.

e. **Assignment.** Neither Party may assign this Agreement without the other Party's consent, except in connection with a merger, acquisition, or sale of substantially all assets.

f. **Notices.** Notices must be in writing and delivered to addresses on the first page or as updated in writing. Email to [legal@faststrat.ai](mailto:legal@faststrat.ai) is acceptable.

g. **Anti-Corruption.** Each Party represents it has not and will not make unlawful payments or transfers in connection with this Agreement.

h. **Force Majeure.** Neither Party is liable for failure to perform due to events beyond reasonable control. If such event continues for more than thirty (30) days, either Party may terminate the affected Services.

i. **Severability.** If any provision is held invalid, the remainder will remain in effect, and the provision will be modified to the extent necessary to reflect the Parties' intent.

j. **Updates to Agreement.** FastStrat may update or modify this Agreement from time to time. The updated version will be posted at [www.faststrat.ai](http://www.faststrat.ai) and will become effective upon posting (or on a later date specified in the update). Customer's continued use of the Services after the effective date of any update constitutes acceptance of the updated Agreement. If Customer does not agree to the updated terms, Customer must stop using the Services and may terminate in accordance with Section 11.