

MTDT Master Subscription Agreement

Version 1.3.2 · 1 October 2026

This Master Subscription Agreement (the "MSA") is entered into between **Shiny Friday Deployment Club LLC**, a limited liability company organized under the laws of the State of Wyoming, United States, EIN 35-2903596, registration number 2025-001695543 (Wyoming Secretary of State), 30 N Gould St # 43289, Sheridan, WY 82801, United States ("MTDT"), and the customer named in an Order Form that references this MSA ("Customer"). It takes effect on the Effective Date.

1. Definitions

In this Agreement the following terms have the meanings below. Other capitalized terms are defined where they first appear.

1.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a party, where control means ownership of more than 50% of the voting interests.

1.2 "Agreement" means this MSA together with each Order Form and the Exhibits that apply under Section 2.

1.3 "AI-Assisted Feature" means the optional feature of the Services described in Section 8 and in Appendix 5 of the DPA.

1.4 "Confidential Information" has the meaning given in Section 14.1.

1.5 "Customer Credentials" means the access tokens, keys, passwords and other secrets that Customer or its Users provide so that the Services can connect to Customer Systems.

1.6 "Customer Data" means the data that Customer or its Users submit to the Services or instruct the Services to process, including Salesforce metadata and records, repository content and issue-tracker content, and the backups, snapshots and other artifacts the Services create from that data. Customer Data does not include Usage Data.

1.7 "Customer Systems" means the Salesforce orgs, Git providers, issue trackers, object storage, databases and other systems that Customer connects to the Services or directs the Services to write to.

1.8 "Documentation" means the user documentation for the Services that MTDT publishes at <https://docs.mtdt.io>, as updated from time to time.

1.9 "DPA" means the MTDT Data Processing Agreement published at <https://docs.mtdt.io/docs/legal-information/dpa>, including its Appendices, as described in Exhibit A.

1.10 "Effective Date" means the date of the last signature on the first Order Form (or on this MSA, if it is signed on its own).

1.11 "Fees" means the amounts payable for the Services as stated in an Order Form.

1.12 "Order Form" means an ordering document that references this MSA and is signed by MTDT and Customer (or by a Customer Affiliate under Section 2.5). It states the plan, quantities, Subscription Term, Fees and any Special Terms.

1.13 "Personal Data" has the meaning given in the DPA.

1.14 "Security Contact" means the person or mailbox that Customer designates in an Order Form to receive notices of Security Breaches under Section 3.4 of the DPA.

1.15 "Services" means the MTD T software-as-a-service platform at <https://mtdt.io> and the related features that Customer subscribes to under an Order Form, including Support.

1.16 "Special Terms" means the terms in the "Special Terms" section of an Order Form.

1.17 "Subscription Term" means the period stated in an Order Form, including each renewal under Section 11.3.

1.18 "Support" means the support described in Exhibit B.

1.19 "Terms of Service" means the MTD T Terms of Service published at <https://docs.mtdt.io/docs/legal-information/terms>.

1.20 "Usage Data" means account, billing, security and technical feature-usage information that MTD T collects about the use of the Services, such as sign-in events, audit records and product analytics.

1.21 "Users" means the individuals whom Customer or its Affiliates authorize to use the Services under Customer's account, such as employees and contractors.

2. Structure of the Agreement and Order of Precedence

2.1 Documents. The Agreement consists of:

- (a) this MSA;
- (b) each Order Form;
- (c) Exhibit A, the DPA, which applies to every Order Form; and
- (d) Exhibit B, Support.

2.2 Order Forms. Each Order Form is a separate subscription governed by this MSA. An Order Form binds the parties only when both of them have signed it.

2.3 Order of precedence. If the documents conflict, they apply in the following order, highest first:

- (a) the Standard Contractual Clauses and the UK Addendum, where they are incorporated through the DPA, within their subject matter;
- (b) Special Terms that expressly name the provision of this MSA, an Exhibit or the DPA they change, and only for the Order Form that contains them;
- (c) the DPA, with respect to the processing of Personal Data;
- (d) the other terms of the Order Form;
- (e) this MSA;
- (f) Exhibit B; and
- (g) the Documentation.

2.4 Other terms have no effect. Terms in Customer's purchase orders, supplier-portal registrations, invoices or similar documents do not form part of the Agreement, even if MTDT accepts or processes the document. A purchase order is used only to identify the invoice.

2.5 Affiliates. A Customer Affiliate may sign its own Order Form that references this MSA. For that Order Form, the Affiliate is "Customer" and is responsible for its own obligations.

3. Relationship to the Terms of Service

3.1 This Agreement replaces the Terms of Service. From the Effective Date, the Agreement governs Customer's and its Users' use of the Services under each Order Form, and the Terms of Service do not apply to that use.

3.2 Click-through acceptance. Users may be asked to accept the Terms of Service when they create an account or sign in. For Services used under an Order Form, that acceptance does not bind Customer to the Terms of Service, and it does not add to, vary or replace any term of the Agreement.

3.3 Updates to the Terms of Service. A revision of the Terms of Service published by MTDT does not change the Agreement.

3.4 Earlier use. Use of the Services before the Effective Date remains governed by the Terms of Service in force at that time.

3.5 Other published policies. The Fair Use Policy applies to the Free plan and promotional offers and does not apply to Services under an Order Form. The MTDT Privacy Policy (<https://docs.mtdt.io/docs/legal-information/privacy-policy>) describes how MTDT handles, as controller, personal information about its Users and website visitors; it is not a term of the Agreement.

4. The Services and Access Rights

4.1 The Services. MTDT is a platform for Salesforce teams. It backs up Salesforce metadata and records, compares and deploys metadata between orgs, detects configuration drift, runs static analysis, analyzes deployment impact and runs release pipelines. Customer connects its own Salesforce orgs, Git providers and issue trackers, and may direct backups to object storage or databases that Customer owns and controls.

4.2 Access right. Subject to the Agreement and payment of the Fees, MTDT grants Customer a non-exclusive, non-transferable, non-sublicensable right, during each Subscription Term, to let its Users access and use the Services and the Documentation for the internal business purposes of Customer and its Affiliates, within the plan and quantities stated in the Order Form.

4.3 Plans and quantities. The Order Form states the plan and any quantities, such as the number of seats. Use is subject to the limits of that plan as described in the Documentation. Customer may add seats during a Subscription Term by a further Order Form or by written agreement; added seats end on the same date as the existing subscription, and their Fees are prorated for the rest of the Subscription Term at the per-seat price stated in the Order Form.

4.4 Changes to the Services. MTDT may change and improve the Services. During a Subscription Term MTDT will not materially reduce the core functionality of the plan Customer has subscribed to.

4.5 Preview features. MTDT may offer features that it labels as preview, beta or similar. Customer may choose whether to use them. They are provided as-is, may be changed or withdrawn at any time, and carry no warranty.

4.6 Regulated uses. The Services are not designed to meet industry-specific regulatory regimes such as HIPAA or FISMA. Customer will not use the Services where those regimes would impose obligations on MTDT.

4.7 No reliance on future features. Customer's purchase is not conditional on any future feature or on any public or private statement by MTDT about future functionality.

5. Customer Responsibilities and Acceptable Use

5.1 Accounts and Users. Customer keeps its account information accurate and is responsible for its Users' compliance with the Agreement and for all activity under its account. Customer is solely responsible for its Users' access credentials and for all actions taken by its Users. Customer decides whether to require multi-factor authentication for its team, and the Services let a team administrator do so.

5.2 Customer Systems. Customer is responsible for the Customer Systems it connects. Customer represents that it is authorized to connect them and to instruct the Services to act on them, and that its use of the Services with those systems complies with its agreements with their providers. Customer chooses the permissions of the integration users it authorizes and keeps them appropriate.

5.3 Acceptable use. Customer will not, and will ensure that its Users do not:

- (a) use the Services in violation of applicable law, or upload material that is unlawful;
- (b) interfere with or disrupt the Services, or place an undue burden on them;
- (c) attempt to gain unauthorized access to the Services, to other customers' data, or to the systems that support the Services;
- (d) circumvent or disable security features or usage limits of the Services;
- (e) decompile, disassemble or reverse engineer the Services, except as permitted by applicable law;
- (f) resell, sublicense or provide access to the Services to third parties, except to its Affiliates and Users as permitted by the Agreement;
- (g) test the security of the Services, including by scanning or penetration testing, without MTDT's prior written consent;
- (h) use the Services to build a competing product or service; or
- (i) misuse MTDT's support channels or submit false reports.

5.4 Unauthorized use. Customer will notify MTDT promptly after it becomes aware of any unauthorized use of its account or of the Services.

6. Customer Data, Customer Systems and Data Protection

6.1 Ownership of Customer Data. As between the parties, Customer retains all rights in Customer Data. Customer grants MTDT the rights needed to host, process and transmit Customer Data solely to provide and support the Services under the Agreement.

6.2 Customer's responsibility for Customer Data. Customer is responsible for the lawfulness of Customer Data and for having the rights it needs to submit Customer Data and to instruct its processing.

6.3 Data Processing Agreement. The DPA applies to Personal Data that MTDT processes on Customer's behalf and forms part of the Agreement as Exhibit A. For the purposes of the DPA, the Agreement is "the Agreement", and the MTDT entity is Shiny Friday Deployment Club LLC as identified in Appendix 1 of the DPA. The party details and key contact that the DPA and the UK Addendum take from the Agreement are the ones stated in the Order Form.

6.4 Location of processing. The Services are hosted in the European Union, on infrastructure operated by Hetzner Online GmbH in Falkenstein, Germany. Section 7 of the DPA sets out the location of processing and the transfer terms.

6.5 Subprocessors. MTDT engages subprocessors under Section 4 of the DPA. The current list is published at <https://docs.mtdt.io/docs/legal-information/subprocessors>. If Customer terminates an Order Form under Section 4.1 of the DPA because it objects to a new subprocessor, Section 11.6 applies.

6.6 Managed storage and Customer-controlled destinations. MTDT backs up the data held in the managed storage of the Services on a routine schedule. Where Customer directs the Services to write to a destination that Customer controls, such as its own object storage or database, that destination, the data in it and its deletion are Customer's responsibility.

6.7 Retention. Metadata backups held in the managed storage of the Services are kept for the retention window that Customer sets for each connected org in the Services, within the limit of Customer's plan stated in the Documentation, and are deleted when that window expires. The most recent backup of each org, and a backup kept as the rollback point of a deployment for as long as that deployment can be rolled back, are not deleted by the retention window. Backups written to a destination that Customer controls are governed by Section 6.6. Record (data) backups held in the managed storage of the Services are kept for 30 days and are then deleted. MTDT does not delete backups written to a destination that Customer controls; Section 6.6 applies to them.

6.8 Special categories. The Services do not require special categories of personal data. Where Customer instructs the Services to process such data, Customer is responsible for the legal basis for that processing, for selecting objects and fields, and for configuring the masking capabilities of the Services.

6.9 Export during the Subscription Term. Customer may export Customer Data using the functionality of the Services at any time during a Subscription Term. Where Customer cannot export particular Customer Data that way, Section 6.2 of the DPA applies.

6.10 Switching to another provider. Customer may terminate an Order Form at any time to move to another provider or to its own systems, by giving MTDT two (2) months' written notice. For thirty (30) days after the notice period ends, Customer may export Customer Data with the export functions of the Services, and MTDT will give reasonable help with the export. After that, Customer Data is returned or deleted under Section 13.3. MTDT charges no fee for switching. Fees paid or invoiced before the termination takes effect are not refunded. This Section is in addition to Customer's rights under Regulation (EU) 2023/2854 (the Data Act), where it applies.

7. Security

7.1 Security measures. MTDT implements and maintains the technical and organizational measures described in Appendix 2 of the DPA. MTDT may adjust those measures, but not in a way that materially decreases the overall security of the Services during a Subscription Term.

7.2 Security Breaches. MTDT will notify the Security Contact of a Security Breach as provided in Section 3.4 of the DPA.

7.3 Customer Credentials. MTDT keeps Customer Credentials in an encrypted secret store separate from the application data, as described in Appendix 2 of the DPA, and uses them only to provide the Services Customer instructs.

8. AI-Assisted Feature

8.1 Scope. The Services include one optional AI-assisted feature: when a User explicitly requests it, the Services generate a human-readable description of what a deployment changes. If the feature is not used, no data is submitted to it. Appendix 5 of the DPA describes the data involved, the model subprocessor and how the feature is operated.

8.2 Disabling. Customer may disable the AI-Assisted Feature. Where it is disabled, no data is submitted to any AI service for that feature.

8.3 No training on Customer Data. MTDT does not use Customer Data or the content of Customer Systems to train AI models.

8.4 Output. Output of the AI-Assisted Feature is an editable text for review by Customer's Users. It does not carry out a deployment or make any decision. As between the parties, output generated from Customer Data is Customer Data. The output may be inaccurate or incomplete; Customer is responsible for reviewing it before relying on it, and Section 16.2 does not apply to it.

8.5 Customer-supplied model credentials. Where the Services allow Customer to use its own model provider credentials and Customer does so, Section 3.2 of Appendix 5 of the DPA applies.

9. Support and Availability

9.1 Support. MTDT provides Support as described in Exhibit B for the plan stated in the Order Form.

9.2 Availability. MTDT will use commercially reasonable efforts to keep the Services available.

10. Fees, Invoicing and Taxes

10.1 Fees. Customer will pay the Fees stated in each Order Form. Except as the Agreement provides otherwise, Fees are non-cancellable and non-refundable, and the quantities purchased cannot be reduced during a Subscription Term.

10.2 Invoicing. Unless the Order Form states otherwise, MTDT invoices the Fees annually in advance, at the start of each Subscription Term, and Customer pays each invoice within thirty (30) days of the invoice date. Invoices are paid by bank transfer to the account stated on the invoice, or by card or bank transfer

against an invoice issued through Stripe. Fees are stated and paid in US dollars, unless the Order Form names another currency agreed by the parties.

10.3 Disputed invoices. If Customer disputes an invoice reasonably and in good faith, it will notify MTDT before the due date with the reasons, pay any undisputed part, and cooperate to resolve the dispute. Sections 10.4 and 12.1(d) do not apply to the disputed amount while the parties are resolving the dispute in good faith.

10.4 Late payment. Undisputed amounts that remain unpaid after the due date bear interest at the lesser of 1% per month and the maximum rate permitted by law, from the due date until payment.

10.5 Taxes. Fees do not include taxes. Customer pays all applicable sales, use, value-added, withholding and similar taxes, other than taxes on MTDT's income. Where MTDT is required to collect a tax, it will state it on the invoice, unless Customer gives MTDT a valid exemption certificate. If Customer must withhold tax by law, it will increase the payment so that MTDT receives the amount it would have received without the withholding.

10.6 Fees on renewal. MTDT may change the Fees for a renewal Subscription Term by notifying Customer in writing at least sixty (60) days before the end of the current Subscription Term. If MTDT gives no such notice, the Fees for the renewal term are the Fees of the expiring term, excluding any one-time or promotional discount.

10.7 Billing contact. Customer will keep its billing contact and billing details in the Order Form current.

11. Term, Renewal and Termination

11.1 Term of this MSA. This MSA starts on the Effective Date and continues until every Order Form has expired or has been terminated. Either party may then end this MSA by thirty (30) days' written notice.

11.2 Subscription Term. Each Order Form starts on its start date and runs for the Subscription Term stated in it.

11.3 Renewal. Unless the Order Form states otherwise, each Subscription Term renews automatically for a further period equal to the expiring term, or twelve (12) months if the expiring term was longer. Customer may give notice of non-renewal at any time before the end of the current Subscription Term; the non-renewal takes effect at the end of that term. MTDT may give notice of non-renewal at least sixty (60) days before the end of the current Subscription Term.

11.4 Termination for cause. Either party may terminate an Order Form, or this MSA and all Order Forms, by written notice if the other party:

- (a) materially breaches the Agreement and does not cure the breach within thirty (30) days after receiving written notice describing it; or
- (b) becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver or similar officer appointed, or is the subject of a bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days.

11.5 Termination required by law. MTDT may terminate an Order Form by written notice where applicable law or an order of a competent authority requires MTDT to stop providing the Services to Customer.

11.6 Refund of prepaid Fees. If Customer terminates an Order Form under Section 11.4 because of MTDT's breach, or under Section 4.1 of the DPA, or if MTDT terminates under Section 11.5, MTDT will refund the prepaid Fees for the part of the Subscription Term remaining after the effective date of termination. In every other case of termination, except under Section 6.10, the Fees for the whole Subscription Term remain payable.

11.7 No termination for convenience by Customer. Customer may end a subscription at the end of the current Subscription Term under Section 11.3. Customer may not terminate an Order Form for convenience during a Subscription Term, except under Section 6.10.

12. Suspension

12.1 Grounds. MTDT may suspend Customer's or a User's access to the Services, in whole or in part, if:

- (a) MTDT reasonably believes that Customer or a User is using the Services in breach of Section 5.3;
- (b) suspension is reasonably necessary to prevent or stop an attack on, or an unauthorized access to, Customer's account, the Services or other customers' data;
- (c) applicable law or a competent authority requires it; or
- (d) an undisputed amount is more than thirty (30) days overdue and remains unpaid ten (10) days after MTDT has given written notice of the intended suspension.

12.2 How MTDT suspends. MTDT will limit a suspension to the part of the Services, the account or the User concerned, and to the time reasonably necessary. MTDT will notify Customer before suspending where practicable, and otherwise promptly afterwards, with the reason. MTDT will restore access promptly once the reason has been resolved.

12.3 Customer Data during suspension. Suspension does not delete Customer Data. The Fees remain payable during a suspension under Section 12.1(a) or 12.1(d).

13. Effect of Termination or Expiry

13.1 End of access. When an Order Form expires or is terminated, Customer's right to use the Services under it ends, and all Fees accrued up to that date become due.

13.2 Access for export. Where MTDT terminates an Order Form under Section 11.5, unless the law prevents it, MTDT will give Customer a reasonable opportunity to export Customer Data before access ends. In every other case, Customer Data is returned or deleted under Section 13.3.

13.3 Return and deletion. After termination or expiry, MTDT will return or delete Customer Data at Customer's choice, on the terms and within the periods set out in Section 6.4 of the DPA. MTDT applies those terms to all Customer Data, including Customer Data that is not Personal Data. Residual copies in MTDT's routine operational backups are deleted as those backups age out in the ordinary cycle, and remain subject to the Agreement until then.

13.4 Customer-controlled destinations. Data that the Services have written to destinations that Customer controls is not affected by Section 13.3 and remains Customer's responsibility.

13.5 Customer Credentials. After access ends, MTDT will stop using Customer Credentials and will delete them with the rest of Customer Data under Section 13.3. Customer may also revoke them in its Customer Systems at any time.

13.6 Survival. Sections 1, 6.1, 6.2, 10 (for amounts accrued), 13, 14, 15, 16.2, 17, 18, 19 and 20, and any other provision that by its nature is meant to continue, survive expiry or termination.

14. Confidentiality

14.1 Definition. "Confidential Information" means non-public information that one party (the "Discloser") discloses to the other (the "Recipient") under the Agreement and that is marked as confidential or that a reasonable person would understand to be confidential. Customer's Confidential Information includes Customer Data and Customer Credentials. MTDT's Confidential Information includes the non-public parts of the Services, the security documentation provided under Section 7.2, and the pricing and terms of each Order Form.

14.2 Exclusions. Confidential Information does not include information that the Recipient can show (a) is or becomes public without the Recipient's breach; (b) was lawfully known to it before disclosure without a duty of confidence; (c) it lawfully received from a third party without a duty of confidence; or (d) it developed independently without using the Discloser's Confidential Information. Exclusions (a) to (d) do not apply to Customer Data, which is governed by Section 6 and by the DPA.

14.3 Obligations. The Recipient will use the Discloser's Confidential Information only to perform its obligations or exercise its rights under the Agreement; will disclose it only to its and its Affiliates' employees, contractors, subprocessors and professional advisers who need to know it for that purpose and who are bound by confidentiality obligations at least as protective as this Section; and will protect it with at least reasonable care. The Recipient is responsible for any breach of this Section by the persons to whom it discloses.

14.4 Compelled disclosure. The Recipient may disclose Confidential Information to the extent required by law or by a competent authority. Where the law permits, it will give the Discloser prompt notice so that the Discloser can seek protection, and it will disclose only what is required. Requests from authorities for Personal Data are also governed by the DPA.

14.5 Duration. These obligations continue during the Agreement and for three (3) years after it ends. For trade secrets, Customer Data and Customer Credentials they continue for as long as the information remains confidential or is held by the Recipient.

14.6 Return. When the Agreement ends, the Recipient will, on request, return or destroy the Discloser's Confidential Information, except copies it must keep by law or that are held in routine backups until they age out. Customer Data is returned or deleted under Section 13.3.

15. Intellectual Property, Feedback and Usage Data

15.1 MTDT's rights. The Services, including their software, source code, databases, designs, text and graphics, the Documentation, and MTDT's trademarks and logos, are owned by MTDT or its licensors. MTDT reserves all rights not expressly granted in the Agreement.

15.2 Feedback. If Customer or its Users send MTDt suggestions or other feedback about the Services, MTDt may use them for any purpose without restriction or payment. Feedback does not include Customer Data or Customer's Confidential Information.

15.3 Usage Data. MTDt processes Usage Data to operate, secure, support and improve the Services and to meet its legal obligations. Where Usage Data includes personal information about Users, MTDt processes it as a controller, as described in the Privacy Policy. MTDt does not use Customer Data or the content of Customer Systems for analytics, marketing or AI model training.

15.4 Publicity. Neither party will use the other's name or logo in marketing or publicity without the other's prior written consent, which may be withdrawn at any time for the future.

16. Warranties and Disclaimers

16.1 Mutual warranties. Each party warrants that it has the power and authority to enter into the Agreement and that it will comply with the laws that apply to it in performing the Agreement.

16.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, MTDt DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MTDt DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT WILL BE CORRECTED.

16.3 Third-party systems. MTDt does not control, and gives no warranty for, Salesforce, Customer Systems or other third-party services, and is not responsible for their availability, changes or failures, or for data held in them.

17. Indemnification

17.1 By Customer. Customer will defend MTDt, its Affiliates and their officers, employees and agents against any claim brought by a third party arising from Customer's or its Users' breach of the Agreement, violation of applicable law, or infringement of a third party's rights in connection with the use of the Services, including claims about Customer Data. Customer will pay the damages and costs finally awarded against them, or agreed in a settlement that Customer approves, and their reasonable expenses of the defense.

17.2 Procedure. The party seeking defense will notify the other promptly in writing (a delay relieves the defending party only to the extent the delay prejudices it), give the defending party sole control of the defense and settlement, and provide reasonable cooperation at the defending party's expense. The defending party may not settle a claim in a way that imposes an obligation or admission on the other party without that party's written consent, which will not be unreasonably withheld.

18. Limitation of Liability

18.1 Excluded damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR

LOST REVENUE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.2 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, MTDT'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE SERVICES WILL NOT EXCEED THE FEES CUSTOMER PAID TO MTDT UNDER THE AGREEMENT IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

18.3 The DPA. Claims under the DPA are subject to this Section 18 and count towards the cap in Section 18.2; they do not create a separate cap.

18.4 What is not limited. Nothing in the Agreement excludes or limits liability that cannot be excluded or limited under applicable law, including liability towards a data subject or a supervisory authority where data protection law does not permit it to be limited.

18.5 Allocation of risk. The Fees reflect the allocation of risk in this Section 18, and the limitations in it apply even if a limited remedy fails of its essential purpose.

19. Governing Law and Disputes

19.1 Governing law. The Agreement is governed by the laws of the State of Wyoming, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19.2 Venue. The state and federal courts located in Wyoming have exclusive jurisdiction over disputes arising from the Agreement or the Services, and each party submits to their jurisdiction.

19.3 Informal resolution first. Before starting proceedings, the parties will try in good faith to resolve a dispute informally, first between the persons who manage the relationship and then between senior representatives. Either party may start proceedings if the dispute is not resolved within thirty (30) days of written notice of it, or earlier where needed to preserve a right.

19.4 The DPA. The DPA and the Standard Contractual Clauses incorporated into it set their own governing law and forum for the matters they cover, and prevail over this Section 19 for those matters.

20. General Provisions

20.1 Entire agreement. The Agreement is the entire agreement between the parties about its subject matter and replaces all earlier proposals, understandings and agreements about it, including the Terms of Service as provided in Section 3.

20.2 Amendments. The Agreement may be changed only by a written document signed by both parties, except that the DPA may be updated as it itself provides — including its subprocessor list (Section 4.1), its technical and organizational measures (Section 3.3 and Appendix 2) and Appendix 5 (Section 5) — and the Documentation may be updated by MTDT, provided that an update to the Documentation does not materially reduce MTDT's obligations or the core functionality of the Services during a Subscription Term.

20.3 Assignment. Neither party may assign the Agreement without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign it without consent to a successor in a merger, acquisition or reorganization, or in a sale of all or substantially all of the assets or business to which the Agreement relates, by notice to the other party. Any other assignment is void.

20.4 Subcontracting. MTDT may use subcontractors to perform the Agreement. MTDT remains responsible for their performance, and subprocessors of Personal Data are engaged only in accordance with the DPA.

20.5 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control. This does not excuse an obligation to pay money that is due.

20.6 Notices. Operational communications may be delivered electronically, by email or through the Services, and electronic delivery satisfies any requirement that a communication be in writing. Notices of breach, termination, non-renewal or an indemnifiable claim ("Legal Notices") must be sent by email and identified as Legal Notices. Legal Notices to MTDT go to info@mtdt.io with a copy by post to the address at the head of this MSA; Legal Notices to Customer go to the legal notice contact stated in the Order Form. A notice sent by email takes effect on the next business day after it is sent, unless the sender receives a delivery failure.

20.7 Independent parties. The parties are independent contractors. The Agreement does not create a partnership, joint venture, employment, fiduciary or agency relationship.

20.8 No third-party beneficiaries. No one other than the parties has rights under the Agreement, except data subjects to the extent the Standard Contractual Clauses incorporated through the DPA give them rights.

20.9 Export control and sanctions. Each party will comply with the export control and sanctions laws that apply to it in connection with the Agreement. Customer represents that neither it nor its Users are the subject of sanctions that prohibit MTDT from providing the Services to them.

20.10 Anti-corruption. Neither party has offered or received, or will offer or receive, a bribe or other improper payment or advantage in connection with the Agreement.

20.11 Waiver and severability. A failure or delay in enforcing a provision is not a waiver of it. If a provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement remains in effect.

20.12 Language. The Agreement is made in English. A translation is for convenience only.

20.13 Counterparts and electronic signature. This MSA and each Order Form may be signed in counterparts and by electronic signature, and each signed copy is an original.

Signature

Where this MSA is signed on its own rather than incorporated by an Order Form, each party's authorized representative signs below.

SHINY FRIDAY DEPLOYMENT CLUB LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A — Data Processing Agreement

The MTDT Data Processing Agreement published at <https://docs.mtdt.io/docs/legal-information/dpa> (PDF: <https://docs.mtdt.io/legal/mtdt-data-processing-agreement.pdf>), including its Appendices 1 to 5, is incorporated into the Agreement.

- The version that applies is the one published on the Effective Date, as later updated under the DPA's own terms (Section 4.1 for subprocessors, Section 3.3 and Appendix 2 for technical and organizational measures, Section 5 of Appendix 5 for AI-assisted features). The Order Form states the version shown at the head of the DPA on the Effective Date.
- The DPA does not need a separate signature. Where Customer asks for a signed copy, the parties may sign the DPA's own signature block; the signed copy does not change the order of precedence in Section 2.3.
- The parties' details and key contacts for Annex I of the Standard Contractual Clauses and for the UK Addendum are those stated in the Order Form.

Exhibit B — Support

B.1 Channels. Customer's Users may contact MTDT support by email at support@mtdt.io and through the in-app chat in the Services, as described for Customer's plan in the Documentation.

B.2 Scope. Support covers questions about the use of the Services, reports of suspected defects, and help with Customer's requests under the DPA (such as data subject requests that Customer cannot fulfil in the Services). Support does not include work in Customer Systems, Salesforce configuration or development, or professional services, unless an Order Form states otherwise.

B.3 Response. MTDT will use reasonable efforts to respond to a support request within eight (8) Business Hours of receiving it. "Business Hours" means 9:00 to 17:00 Central European Time, Monday to Friday, excluding public holidays in Poland. A request received outside Business Hours is treated as received at the start of the next Business Hours.

B.4 Customer's cooperation. Customer will give MTDT the information reasonably needed to investigate a request, such as the affected org, deployment or job, the time of the event and any error message. Where investigation needs access to Customer Data, MTDT accesses it only as needed for the request, under the DPA.