

Master Subscription Agreement

MASTER SUBSCRIPTION AGREEMENT (MSA)

Last Updated: March 24, 2026

This Master Subscription Agreement (the "**MSA**") forms a binding legal agreement between **Unitify Limited**, a company registered in Hong Kong (Registration No. 76842989), with its registered address at 17/F, Yam Tze Commercial Building, 23 Thomson Road, Wan Chai, Hong Kong (hereinafter "**Unitify HK**"), and the entity or person placing an order for or accessing the Platform (hereinafter the "**Customer**").

By registering an account, executing an Order Form, or otherwise accessing or using the Platform, Customer agrees to be bound by this MSA.

1. Structure of the Agreement & Contracting Entity

Unitify HK utilizes a global network to provide its services. The Customer's commercial contracting entity depends on the Customer's geographical billing location.

1.1. Direct Purchases. Unless the Customer is located in a region serviced by an Authorized Distributor (as defined in Section 1.2), the commercial contracting entity is **Unitify HK**. In this case, the commercial terms (fees, payments, taxes) are governed directly by Section 3 of this MSA and the applicable Order Form.

1.2. Purchases through Authorized Distributors. Unitify HK authorizes certain local entities (each, an "**Authorized Distributor**") to market, distribute, and collect payments for the Platform in specific regions.

- **Distributor Registry:** The current list of Authorized Distributors and their assigned territories is available at unitify.com/legal/distributors ([Authorized Distributor Registry](#)).
- **Commercial Terms:** If Customer is located in a territory covered by an Authorized Distributor, all commercial terms—including pricing, invoicing, local taxes, local technical support, and payment obligations—are governed exclusively by the separate **Regional Subscription Offer** (or local agreement) issued by that Authorized Distributor.
- **Platform & IP:** Notwithstanding the foregoing, Customer's access to the Platform, Intellectual Property rights, Data Protection, and Limitations of Liability remain governed strictly by this MSA directly between Customer and Unitify HK.

2. Platform Access and Restrictions

2.1. Right to Use. Subject to Customer's compliance with this MSA and timely payment of all applicable fees (whether paid to Unitify HK or an Authorized Distributor), Unitify HK grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the cloud-based property management software and related applications (the "**Platform**") for Customer's internal business operations.

2.2. Restrictions. Customer shall not: (a) reverse engineer, decompile, or disassemble the Platform; (b) resell, lease, or sub-license the Platform without Unitify HK's prior written consent; (c) use the Platform to build a competitive product; or (d) use the Platform for any illegal or unauthorized purpose.

3. Commercial Terms (Applicable ONLY to Direct Purchases from Unitify HK)

Note: This Section 3 does NOT apply if Customer purchases through an Authorized Distributor.

3.1. Fees and Pricing. Customer shall pay all fees specified in the applicable ordering document ("**Order Form**") or, if purchasing directly via the website, the fees set forth on the pricing page at [unitify.com - Section: pricing](#).

3.2. Currency. Unless explicitly stated otherwise on an invoice or Order Form, all references to the "\$" symbol on the Platform, pricing pages, or legal documents denote United States Dollars (USD).

3.3. Taxes and Gross-Up. All fees are exclusive of applicable national, state, or local taxes, including VAT, GST, or withholding taxes. Customer is solely responsible for paying all such taxes. If any withholding tax is required by law to be deducted from the payment to Unitify HK, Customer shall gross-up the payment amount so that Unitify HK receives the full invoiced amount free of any deductions.

3.4. Suspension for Non-Payment. Unitify HK reserves the right to suspend Customer's access to the Platform if any undisputed invoice is overdue by more than 14 days, regardless of whether the invoice was issued by Unitify HK or an Authorized Distributor.

4. Transactional Services (Payments & PSP)

4.1. Role of Unitify HK and Distributors. The Platform allows Customer to accept payments from third parties (e.g., residents/tenants) via integrated Payment Service Providers ("**PSPs**"). Unitify HK, or the applicable Authorized Distributor in a specific region, provides the technical integration and infrastructure for such features but is not a bank, electronic money institution, or payment processor.

4.2. PSP Rules. Customer's use of Transactional Services is subject to the onboarding, KYC, and compliance rules of the respective PSP. Neither Unitify HK nor its Authorized Distributors are liable for delayed settlements, frozen accounts, or chargebacks initiated by the PSP.

5. Intellectual Property

5.1. Unitify HK Ownership. The Platform, including its source code, databases, interface design, AI algorithms, and all related Intellectual Property Rights, is the exclusive property of Unitify HK and its licensors. No transfer of ownership is implied or granted by this MSA.

5.2. Customer Data. Customer retains all rights to the data inputted into the Platform ("**Customer Data**"). Customer grants Unitify HK a global, secure, royalty-free license to host, process, and display Customer Data solely to provide, maintain, and improve the Platform.

6. Data Privacy and Security

6.1. Privacy Policy. The collection and use of general personal information (such as account registration details) are governed by the Unitify Privacy

Policy, available at unitify.com/privacy-policy.

6.2. Data Processing Addendum (DPA). To the extent Unitify HK processes any personal data of Customer's residents, tenants, or end-users on Customer's behalf, such processing shall be governed by the separate **Data Processing Addendum ("DPA")**, available at unitify.com/legal/dpa, which is hereby incorporated by reference into this MSA. Customer warrants that it has collected all Customer Data lawfully and has obtained all necessary consents.

7. Warranties and Limitation of Liability

7.1. "As Is" Service. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNITIFY HK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Service uptime commitments are specified exclusively in the separate **Service Level Terms (SLA)**.

7.2. Limitation of Liability. IN NO EVENT SHALL UNITIFY HK, ITS AFFILIATES, OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, OR DATA.

7.3. Liability Cap. UNITIFY HK'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS MSA SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE PLATFORM ACCESS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7.4. Startup Risk Acknowledgment. CUSTOMER ACKNOWLEDGES THAT THE PLATFORM IS PROVIDED BY AN EARLY-STAGE COMPANY AND THAT THE CONTINUED OPERATION OF THE PLATFORM IS SUBJECT TO, AMONG OTHER THINGS, THE AVAILABILITY OF ADEQUATE FINANCING. CUSTOMER ACKNOWLEDGES AND ACCEPTS THE RISK THAT THE PLATFORM MAY BE DISCONTINUED IN THE EVENT THAT UNITIFY HK IS UNABLE TO SECURE SUFFICIENT FUNDING OR DECIDES TO CEASE OPERATIONS FOR ANY REASON. UNITIFY HK'S MAXIMUM LIABILITY IN CONNECTION WITH A SERVICE DISCONTINUATION SHALL BE LIMITED TO THE REMEDIES SET FORTH IN SECTION 8.3.

8. Term and Termination

8.1. Term. The subscription term shall automatically renew for successive periods equal to the initial term unless either party provides written notice of non-renewal at least 30 days prior to expiration.

8.2. Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 15 days. Upon termination, Customer may export its Customer Data within 30 days, after which Unitify HK reserves the right to securely delete it.

8.3. Service Discontinuation (Wind-Down).

(a) Right to Discontinue. Unitify HK reserves the right to discontinue the Platform and all associated Services (a "Wind-Down") at any time, for any reason, including but not limited to inability to secure sufficient financing, strategic business changes, or dissolution of the company. Unitify HK shall not be required to continue operating the Platform against its commercial judgment.

(b) Wind-Down Notice. Unitify HK shall provide Customer with a written notice of Wind-Down ("Wind-Down Notice") at least 60 (sixty) days prior to the anticipated date of discontinuation (the "Wind-Down Date"), published via: (i) email to Customer's registered address; and/or (ii) prominent notice on the Platform; and/or (iii) publication on the Unitify HK website (unitify.com/legal). Customer agrees that publication on the website alone constitutes sufficient notice under this Section.

(c) Customer Data Export. During the Wind-Down period, Customer shall have access to self-service export of all Customer Data in a machine-readable format (CSV or JSON). Unitify HK will use commercially reasonable efforts to assist with data migration.

(d) Source Code Release ("Open Exit"). Upon the Wind-Down Date, Unitify HK may, at its sole discretion, release the Platform source code to Customers under a limited, perpetual, royalty-free, non-commercial, self-hosting license ("Exit License"). The Exit License, if granted: (i) permits Customer to deploy the Platform solely for its own internal property management operations; (ii) does not permit sub-licensing, resale, or building of competing commercial products; (iii) is provided strictly "AS IS" without any support, maintenance, or warranty of any kind. Unitify HK is under no obligation to provide source code release and shall decide

whether to grant an Exit License at its sole discretion at the time of Wind-Down.

(e) Refunds. Upon Wind-Down, Customer shall receive a pro-rata refund of any prepaid but unused subscription fees for the period after the Wind-Down Date.

(f) Limitation of Liability upon Wind-Down. EXCEPT FOR THE PRO-RATA REFUND DESCRIBED IN SECTION 8.3(e) AND THE OPTIONAL EXIT LICENSE DESCRIBED IN SECTION 8.3(d), UNIFY HK SHALL HAVE NO OTHER LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH A WIND-DOWN, INCLUDING ANY LIABILITY FOR LOSS OF BUSINESS, LOST PROFITS, LOST DATA, OR COSTS OF TRANSITIONING TO AN ALTERNATIVE PLATFORM.

9. Governing Law and Dispute Resolution

9.1. Governing Law. This MSA and any dispute or claim arising out of it (including non-contractual disputes regarding Intellectual Property) shall be governed by and construed in accordance with the laws of **Hong Kong**.

9.2. Arbitration. Any dispute, controversy, or claim arising out of, relating to, or in connection with this MSA, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (**HKIAC**) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The language of arbitration shall be English. The number of arbitrators shall be one.

10. General Provisions

10.1. Updates to MSA. Unify HK reserves the right to modify this MSA at any time. We will provide notice of such updates by posting the revised MSA on the website (unify.com) and updating the "Last Updated" date at the top of this document. Unify HK may, but is not obligated to, provide additional notice via email or an in-app notification. Customer's continued use of the Platform after the "Last Updated" date constitutes acceptance of the revised MSA.

10.2. Entire Agreement. This MSA, together with referenced policies (SLA, Privacy Policy, DPA, Distributor Registry) and applicable Order Forms or Regional Subscription Offers, constitutes the entire agreement between the parties and supersedes all prior agreements.