

AGENTPMO SaaS

SUBSCRIPTION & LICENSE AGREEMENT

This SaaS Subscription & License Agreement (this “Agreement”) is entered into as of [Effective Date] (the “Effective Date”) by and between Powerhouse Intl Ltd, a Hong Kong company (“Company”), and the customer identified in the applicable Order Form (“Customer”).

Company and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

1. DEFINITIONS

“**Authorized Users**” means employees, contractors, consultants, or end users authorized by Customer to access the Service.

“**Documentation**” means Company’s published user guides, technical documentation, and onboarding materials.

“**End Users**” means individuals who access the Service under Customer’s account, including B2C users where permitted.

“**Order Form**” means an ordering document or online order referencing this Agreement that specifies pricing, term, license scope, hosting model, and any internal-use or reseller rights.

“**Service**” means the AgentPMO AI-driven project and portfolio management platform, including planning tools, dashboards, and reporting features.

2. GRANT OF LICENSE & ACCESS

2.1 SaaS Access

Subject to payment of applicable fees, Company grants Customer a non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Service via the internet solely for Customer’s internal business purposes or permitted end-user use.

2.2 Authorized Users & End Users

Customer is responsible for all use of the Service by Authorized Users and End Users and for their compliance with this Agreement.

2.3 Restrictions

Customer shall not:

- (a) reverse engineer or attempt to derive source code;
- (b) use the Service to develop a competing product; or
- (c) resell or sublicense the Service except as expressly permitted in an Order Form.

3. B2C END-USER ACCESS (IF APPLICABLE)

If the Order Form permits B2C access:

- (a) End Users shall access the Service pursuant to click-through terms presented within the Service;
- (b) Customer remains responsible for onboarding, support, and communications with End Users;
- (c) Company shall have no direct contractual relationship with End Users; and
- (d) Company disclaims liability arising from End User conduct or use.

4. INTERNAL USE LICENSE (AFFILIATES)

Unlimited Powerhouse and Powerhouse Intl (or other designated affiliates) may use the Service internally for client delivery purposes, subject to:

- No redistribution
- No white-label unless expressly authorized
- Compliance with this Agreement

Such internal use shall be royalty-free unless otherwise agreed in writing.

5. FEES & PAYMENT

5.1 Fees

Fees shall be as set forth in the applicable Order Form, including:

- Per-user pricing
- License bundles
- Monthly or annual subscriptions

5.2 True-Up & Audit

Customer shall maintain accurate user counts. Company may audit usage no more than once annually upon reasonable notice.

5.3 Taxes

Fees are exclusive of taxes, excluding taxes on Company's net income.

6. AI FUNCTIONALITY & DISCLAIMERS

6.1 Decision-Support Only

The Service provides project planning and decision-support tools only and does not make autonomous business decisions or guarantee outcomes.

6.2 No Professional Advice

The Service does not provide legal, financial, accounting, or management consulting advice.

7. DATA & PRIVACY

7.1 Customer Data

Customer retains ownership of data submitted to the Service.

7.2 AI Training

Customer data is used solely for inference and not for model training unless expressly authorized.

7.3 Data Processing

To the extent personal data is processed, the Parties agree to the Data Processing Addendum attached as Exhibit A.

8. SUPPORT & SUBCONTRACTING

8.1 Support

Standard support is included unless otherwise specified in an Order Form.

8.2 Subcontractors

Company may use authorized subcontractors to provide support or development services, provided Company remains responsible and subcontractors are bound by confidentiality and data protection obligations.

9. INTELLECTUAL PROPERTY

9.1 Ownership

Company retains all right, title, and interest in the Service and Documentation.

9.2 Feedback

Customer grants Company a royalty-free right to use feedback for product improvement.

10. CONFIDENTIALITY

Each Party shall protect the other Party's confidential information using reasonable care.

11. TERM & TERMINATION

11.1 Term

This Agreement remains in effect for the term specified in the applicable Order Form.

11.2 Termination for Cause

Either Party may terminate for material breach not cured within thirty (30) days after written notice.

11.3 Effect of Termination

Upon termination, access to the Service ceases and fees paid are non-refundable.

12. WARRANTIES & DISCLAIMERS

THE SERVICE IS PROVIDED "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

13. LIMITATION OF LIABILITY

COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

14. INDEMNIFICATION

Customer shall indemnify Company from claims arising from misuse of the Service or End User conduct.

15. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of North Carolina. Disputes shall be resolved by binding arbitration administered by the AAA in North Carolina.

16. GENERAL PROVISIONS This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (Examples: DocuSign, email, or PDF) shall be deemed to have the same legal effect as original signatures. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Company may assign this Agreement freely, in whole or in part, without Customer's consent, including in connection with any merger, consolidation, reorganization, sale of assets, change of control, or assignment to an affiliate.

Customer may not assign, transfer, or delegate this Agreement, in whole or in part, whether by operation of law or otherwise, without Company's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this Section shall be null and void.

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

SIGNATURES

Company: Powerhouse Intl Ltd

By: _____

Name: _____

Title: _____

Date: _____

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A DATA PROCESSING ADDENDUM

Roles. Customer is the data controller; Company is the data processor.

Purpose. Processing is limited to providing the Service.

Security. Company shall implement reasonable administrative, technical, and physical safeguards.

Subprocessors. Company may use subprocessors subject to equivalent obligations.

Data Subject Rights. Company shall assist Customer as reasonably required.

Deletion. Upon termination, Company shall delete or return personal data, subject to legal retention requirements.

EXHIBIT B

ORDER FORM AGENTPMO

This Order Form is entered into pursuant to the AgentPMO SaaS Subscription & License Agreement (the “Agreement”) between Powerhouse Intl Ltd (“Company”) and the customer identified below (“Customer”).

1. Customer Information

- **Legal Name:** _____
- **Address:** _____
- **Authorized Signatory:** _____
- **Email:** _____

2. Product & Term

- **Product:** AgentPMO
- **Term:** Monthly Annual Custom: _____
- **Start Date:** _____
- **Renewal:** Auto-renew Manual renewal

3. Pricing & User Counts

- **Pricing Model:** Per-User License Bundle
- **Price per User / Bundle:** \$_____
- **Initial Authorized Users:** _____
- **Billing:** Monthly Annual

4. Permitted Use

- B2B Internal Use Only
- B2C End-User Access Permitted (per Agreement)

5. Internal Affiliate Use

- None
- Internal use permitted for:
 - Unlimited Powerhouse
 - Powerhouse Intl
 - Other Affiliate: _____

6. Hosting Model

- Vendor Cloud (SaaS)

7. Support Level

- Standard Support (included)
- Enhanced SLA (attached Schedule)

8. Authorized Signatures

Company: Powerhouse Intl Ltd

By: _____

Name / Title: _____

Date: _____

Customer: _____

By: _____

Name / Title: _____

Date: _____