



INNERGY CAPACITY PRODUCT TERMS

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These INNERGY Capacity Product Terms supplement the Main Services Agreement between Customer and INNERGY (the "MSA"). Capitalized terms not defined here have the meanings in the MSA. These Capacity Product Terms apply when an Order Form references "Capacity" or the "Capacity Product Terms." The version of these Capacity Product Terms in effect as of the Effective Date of the applicable Order Form governs Capacity under that Order Form unless the Order Form expressly states otherwise. If these Capacity Product Terms conflict with the MSA, these Capacity Product Terms control for Capacity unless the Order Form expressly states otherwise. Capacity is a productized service offering ordered under an Order Form and does not require a separate Professional Services Addendum, Statement of Work, or other professional services agreement unless the Order Form expressly states otherwise.

1. Product Description. INNERGY Capacity ("Capacity") is a platform-enabled drafting capacity service. Capacity uses INNERGY's software, automation, AI-enabled tools, workflow systems, and drafting resources to prepare shop drawings, drawing updates, drafting files, and related outputs ("Deliverables") from Customer Data and Customer instructions. Customer buys committed drafting capacity, not staffing, outsourcing, hours, named personnel, or a guaranteed quantity of Deliverables.

2. Service Scope and Components. Capacity has two components: Platform Infrastructure and Drafting Capacity Services.

(a) **Platform Infrastructure.** INNERGY may enable, configure, or operate software features, add-ons, templates, automations, AI-enabled tools, Microvellum workflows, quality checks, and related platform capabilities in or for Customer's environment to deliver Capacity ("Capacity Infrastructure"). Customer receives no license, access, administrative right, control right, ownership interest, or other right to use Capacity Infrastructure except to receive Capacity outputs as stated in the applicable Order Form.

(b) **Drafting Capacity Services.** INNERGY will make available a subscription-based allocation of drafting capacity (the "Drafting Capacity Allocation") for eligible requests under the applicable Order Form. INNERGY delivers Drafting Capacity Services through pooled resources. Customer is not entitled to dedicated personnel, named individuals, minimum staffing levels, direct supervision of INNERGY personnel, or access to INNERGY's internal workflow or drafting systems.



3. Capacity Model and Consumption. Each Order Form will state the Drafting Capacity Allocation, capacity tier, service assumptions, applicable capacity period, and fees. Drafting Capacity means the committed subscription-based capacity allocation described in the Order Form and made available for eligible Capacity requests during the applicable capacity period. It is not measured by hours, full-time equivalents, labor effort, staffing levels, or guaranteed output volume.

INNERGY determines capacity consumption for each request based on scope, complexity, input completeness, urgency, coordination needs, revision history, and other production factors. INNERGY will provide a capacity consumption quote before work begins. If Customer authorizes the request, the quoted capacity amount will be deducted from Customer's Drafting Capacity Allocation unless Customer disputes the estimate in writing before INNERGY begins work. Incomplete or inaccurate Customer inputs, delayed approvals, or other Customer-caused additional work or rework may consume additional Drafting Capacity and will not constitute an INNERGY breach or service failure.

Unused Drafting Capacity expires at the end of each applicable capacity period unless the applicable Order Form states otherwise. Drafting Capacity has no cash value and cannot be credited, carried forward, banked, sold, transferred, or exchanged for services outside Capacity.

4. Subscription and Fees. Customer will pay the fees stated in the applicable Order Form, including any onboarding fees, recurring subscription fees, platform fees, Drafting Capacity fees, and approved On-Demand Capacity fees. Fees are based on committed access to Capacity capacity and Capacity Infrastructure, not usage, time spent, personnel assigned, or deliverables produced. Onboarding fees are non-refundable. Any onboarding, implementation, configuration, training, or other setup activity related to Capacity is included only to the extent stated in the applicable Order Form or otherwise made available by INNERGY for Capacity. Any usage or consumption reporting is for convenience and does not change Customer's payment obligations or capacity commitment.

5. Capacity Commitment and Adjustments. Customer's Drafting Capacity Allocation is a committed subscription for the full Service Term stated in the Order Form. Customer may not reduce its Drafting Capacity Allocation, downgrade its capacity tier, or reduce related fees during the Service Term. Fees remain due regardless of usage, request volume, project delays, Customer readiness, or Customer's decision not to submit requests.

Customer may increase its Drafting Capacity Allocation during the subscription term if INNERGY accepts the increase in writing or through an Order Form. Any increase may be



subject to additional fees, implementation timing, onboarding requirements, and revised service assumptions. A reduction is effective only at renewal and only if Customer gives timely written notice under the MSA or applicable Order Form.

6. Request Intake, Scoping, and Workflow. Customer must submit requests through the process designated by INNERGY and include the information INNERGY reasonably needs to scope and process the request. INNERGY may reject, defer, re-scope, or pause any request that is incomplete, outside the applicable service assumptions, dependent on missing Customer input, unsuitable for Capacity, or likely to exceed Customer's available Drafting Capacity Allocation.

INNERGY will manage accepted requests through its internal workflow systems and deliver draft outputs for Customer review. Turnaround times, sequencing, and output volume depend on request complexity, available capacity, Customer responsiveness, revision cycles, and other production factors. INNERGY does not guarantee any turnaround time, priority, output quantity, or completion date unless the applicable Order Form expressly states otherwise.

7. On-Demand and Surge Capacity. If a request exceeds Customer's Drafting Capacity Allocation or requires expedited handling, INNERGY may defer, queue, reject, or offer additional on-demand or surge capacity ("On-Demand Capacity") at additional cost. INNERGY has no obligation to provide On-Demand Capacity. Pricing may vary based on urgency, complexity, timing, available capacity, and other production factors. On-Demand Capacity is non-recurring unless the applicable Order Form states otherwise and may require a minimum capacity tier.

8. Customer Responsibilities. Customer is responsible for submitting requests through INNERGY's designated process, making timely decisions, providing timely approvals and feedback, and giving INNERGY the information reasonably needed to scope, perform, revise, and complete Capacity requests. Customer is responsible for the completeness, accuracy, currency, suitability, and project-specific sufficiency of all Customer Materials and for reviewing and validating all Deliverables before use or reliance as described in Sections 11 and 13. Delays, errors, omissions, conflicts, or changes in Customer Materials, Customer inputs, instructions, approvals, or feedback may consume additional Drafting Capacity and will not be an INNERGY breach or service failure.

9. Customer Materials. Customer is responsible for providing all drawings, specifications, measurements, field conditions, architectural drawings, engineering requirements, standards, schedules, approvals, project requirements, customer instructions, and other



information, files, data, materials, and inputs needed for Capacity ("Customer Materials"). Customer represents that Customer has all rights and permissions necessary to provide Customer Materials to INNERGY for Capacity and to authorize INNERGY to use Customer Materials to provide Capacity. Customer is responsible for confirming that Customer Materials are complete, accurate, current, suitable for the project, and compliant with applicable project requirements. INNERGY is entitled to rely on Customer Materials without independent verification.

10. AI and Automation. INNERGY may use AI-enabled tools, automation, software, templates, models, scripts, quality checks, and other technology to provide, support, secure, improve, and operate Capacity. The Artificial Intelligence provisions of the MSA apply. Customer is solely responsible for human review and validation of all Deliverables and other outputs before use or reliance, regardless of whether AI-enabled tools contributed to their preparation. Improvements in INNERGY's efficiency, automation, tooling, workflows, or production methods do not reduce fees, increase Customer's Drafting Capacity Allocation or output entitlement, create any right to INNERGY Technology (as defined in Section 12), or change the capacity model in these Capacity Product Terms.

11. Deliverables and Acceptance. Deliverables are provided for Customer review and validation. A Deliverable is accepted on the earlier of: (a) Customer approves it in writing; (b) Customer uses it for manufacturing, construction, procurement, installation, submission, or other project purposes; or (c) five (5) business days after delivery unless Customer gives written notice of nonconformity identifying the specific deficiency in reasonable detail and explaining how the Deliverable fails to conform to the authorized request.

INNERGY may, in its discretion, correct a rejected Deliverable, apply additional Drafting Capacity to address the rejection, or determine that the requested change is a new or expanded request. Corrections for confirmed nonconformities in the Deliverable are Customer's sole remedy for nonconforming Deliverables and will not consume additional Drafting Capacity unless the nonconformity results from incomplete, inaccurate, outdated, or conflicting Customer Materials, Customer instructions, or Customer-requested changes. Revisions, updates, redesigns, new specifications, changed project requirements, and other work outside the authorized request consume additional Drafting Capacity.

12. Intellectual Property. As between the parties, Customer owns Customer Data. Subject to Customer's payment in full of all amounts due, Customer owns final



Deliverables to the extent they incorporate Customer Data, Customer specifications, or Customer project information.

INNERGY owns Capacity, Capacity Infrastructure, software, automation, AI-enabled tools, models, prompts, templates, scripts, workflows, configurations, methods, processes, know-how, quality checks, analytics, and non-Customer-specific elements used, developed, improved, or learned in providing Capacity (collectively, "INNERGY Technology"). No Deliverable transfers any right in INNERGY Technology except to the limited extent needed for Customer to use the final Deliverable for its internal project purposes. Draft, interim, rejected, template-based, workflow, configuration, and non-final outputs remain INNERGY Technology unless expressly identified in an Order Form as final Deliverables.

13. Disclaimers and Limitations. Deliverables are assistive drafting outputs, not final engineering, architectural, structural, code-compliance, field-verification, manufacturing, fabrication, installation, or construction instructions. INNERGY does not provide engineering, architectural, code-compliance, professional-design, manufacturing, fabrication, installation, construction, or site-verification services through Capacity unless the applicable Order Form expressly states otherwise. Customer is solely responsible for confirming dimensions, site conditions, materials, hardware, tolerances, engineering requirements, code requirements, safety requirements, manufacturing methods, installation methods, and project-specific requirements before using any Deliverable. Customer's purchase of Drafting Capacity does not transfer any project, professional, code-compliance, manufacturing, installation, or construction responsibility to INNERGY.

INNERGY is not responsible or liable for downstream use of Deliverables, including machining, production, manufacturing, fabrication, procurement, installation, construction, rework, delay, field conflicts, code issues, design decisions, engineering decisions, safety issues, disputes with contractors, architects, designers, owners, or other third parties, or third-party claims arising from Customer's use, approval, modification, or distribution of Deliverables.

14. MSA Remedies and Limitations. The MSA's warranty, disclaimer, limitation of liability, exclusion of damages, indemnification, suspension, termination, and other remedial provisions apply to Capacity except to the extent expressly modified in these Capacity Product Terms. Nothing in these Capacity Product Terms expands INNERGY's liability, creates any service level commitment, or creates any remedy not expressly stated in the MSA or these Capacity Product Terms.

