BRIGHTLINE ANALYTICS, INC.

Subscription Agreement

Brightline Signal — demand forecasting and inventory analytics, supplied as a hosted service to Toyco Brands, Inc. under Order Form OF-2026-0233-A.

PARTICULARS
ORDER FORM

EFFECTIVE DATE **1 April 2026**	INITIAL TERM **36 months**	PLATFORM FEE **US$6,400 / month**
INCLUDED VOLUME **25M rows / month**	RENEWAL **12 months, automatic**	AVAILABILITY TARGET **99.9% monthly**
LIABILITY CAP **US$150,000 floor**	NAMED USERS **60 included**	GOVERNING LAW **Oregon**

PROVIDER
FIRST PARTY

Brightline Analytics, Inc.
a Delaware corporation, file number 7418322
1100 Southwest Sixth Avenue, Suite 900 · Portland, Oregon 97204
ATTENTION: DANA KOHL, CHIEF REVENUE OFFICER · CONTRACTS@BRIGHTLINE.IO

CUSTOMER
SECOND PARTY

Toyco Brands, Inc.
an Ohio corporation, charter number 2214877
1180 Marconi Boulevard · Columbus, Ohio 43215
ATTENTION: SAM ORTIZ, DIRECTOR OF DEMAND PLANNING · S.ORTIZ@TOYCOBRANDS.COM

RECITALS
BACKGROUND

(A) The Provider operates **Brightline Signal**, a hosted platform that forecasts demand and recommends inventory placement from a customer's own order, shipment and promotion history.

(B) The Customer designs and distributes toys and games across four brands and 2,100 retail doors in North America, and currently plans demand in spreadsheets maintained by nine planners.

(C) The Customer completed a paid pilot of the platform between 6 October 2025 and 16 January 2026 and now wishes to subscribe for a three-year term on the terms set out below.

(D) This Agreement, its Schedules and the Order Form record the whole of that arrangement and replace the pilot agreement of 2 October 2025 from the Effective Date.

The parties agree as set out in clauses 1 to 16, arranged in 4 parts, and in Schedules 1 to 3, which form part of this Agreement.

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PART ONE · THE SERVICE

1 Definitions and interpretation

1.1 In this Agreement:

(a) **Service** means the Brightline Signal platform in the edition stated in the Order Form, together with its interfaces, documentation and any update the Provider makes generally available;

(b) **Customer Data** means all data the Customer or its users load into the **Service** and all output generated from it;

(c) **Forecast Row** means one stock-keeping unit at one location for one period in a forecast run, and is the unit by which volume is measured under Schedule 1;

(d) **Subscription Term** means the initial thirty-six month term and each renewal term under clause 2.3;

(e) **Service Levels** means the availability target, the severity definitions and the response, workaround and resolution targets in Schedule 2; and

(f) **Order Form** means order form OF-2026-0233-A, signed by both parties on 18 March 2026.

1.2 The Schedules and the Order Form form part of this Agreement. Where they conflict with the clauses, the clauses prevail, except that the Order Form prevails on fees, volumes and the identity of the subscribed edition, and Schedule 2 prevails on the definition of a severity level.

2 Subscription, term and renewal

2.1 The Provider grants the Customer a non-exclusive, non-transferable right for the **Subscription Term** to access and use the **Service** for the Customer's own internal business, for up to sixty (60) named users.

2.2 The initial term runs from 1 April 2026 to 31 March 2029. Fees are committed for that term and the Customer may not reduce its committed volume during it.

2.3 The subscription renews automatically for successive twelve (12) month terms unless either party gives written notice not less than sixty (60) days before the end of the then-current term. Clause 7.1 governs the price of a renewal term.

2.4 Data loaded during the pilot described in Recital (C) is treated as **Customer Data** under this Agreement from the Effective Date, and the Provider shall not require the Customer to load it again.

3 Use of the Service and restrictions

3.1 The Customer shall not resell, sublicense or make the **Service** available to any third party, other than to a contract manufacturer or third-party logistics provider acting on the Customer's behalf and bound by equivalent terms.

3.2 The Customer shall not attempt to derive the source code or model structure of the **Service**, benchmark it for publication, or use it to build a competing product.

3.3 Each named user must hold a unique credential. The Customer is responsible for the acts and omissions of its users as if they were its own, and shall notify the Provider promptly of any credential it believes to be compromised.

4 Implementation, support and service levels

4.1 The Provider shall implement the **Service** against the stages in Part C of Schedule 1, completing ingestion and model validation within seven (7) weeks of the Effective Date and training up to twelve (12) of the Customer's planners in two half-day sessions.

4.2 The Provider shall meet the service levels in Schedule 2. Service credits under Part B of that Schedule are the Customer's only financial remedy for a failure to meet the availability target, without prejudice to the termination right in clause 16.2.

4.3 Planned maintenance is excluded from availability where the Provider gives five (5) business days' notice, it falls between 22:00 and 04:00 Pacific time on a Saturday or Sunday, and it does not exceed four (4) hours in any calendar month.

5 Customer responsibilities

5.1 The Customer shall supply order, shipment, promotion and item master data in the format described in Part C of Schedule 1, keep the daily feed running for the **Subscription Term**, and nominate a service owner and a data owner.

5.2 Forecast quality depends on the completeness of that feed. The Provider is not responsible for a forecast produced from data the Customer has not supplied or has supplied late, and clause 13.2 applies to any warranty claim founded on one.

PART TWO · MONEY

6 Fees, invoicing and overage

6.1 The platform fee is US$6,400 per month, invoiced quarterly in advance, and includes 25,000,000 **Forecast Rows** in each calendar month. The implementation fee of US$28,000 is invoiced on the Effective Date.

6.2 Volume above the included allowance is charged at US$0.42 per 1,000 **Forecast Rows**, measured monthly and invoiced in arrears. Unused allowance does not carry forward.

6.3 Where measured volume exceeds the allowance in three consecutive months, either party may require a review of the committed tier, and the parties shall agree a revised allowance and fee within thirty (30) days.

7 Price changes, taxes and late payment

7.1 The Provider may increase the platform fee at the start of a renewal term by no more than the change in the Consumer Price Index for All Urban Consumers over the preceding twelve months plus two percentage points, and in no event by more than five per cent (5%). Notice must be given at least ninety (90) days before the renewal date.

7.2 Fees are exclusive of sales, use and similar taxes, which the Customer shall pay. Invoices are payable within thirty (30) days of the invoice date in United States dollars.

7.3 Interest accrues on overdue sums at one and one half per cent (1.5%) per month, or the maximum rate permitted by law if lower. The Customer may withhold an amount disputed in good faith by written notice given within ten (10) days of the invoice.

7.4 Invoices are sent to accounts.payable@toycobrands.com quoting purchase order PO-TB-26-4471. A change to that reference does not extend a payment date already running.

8 Suspension for non-payment

8.1 Where an undisputed invoice is more than forty-five (45) days overdue the Provider may suspend access on ten (10) business days' written notice. Suspension does not suspend the Customer's obligation to pay, and the Provider shall restore access within one (1) business day of payment.

8.2 A period of suspension under clause 8.1 is excluded from the availability calculation in Schedule 2, and the Provider shall not suspend access while a good-faith dispute under clause 7.3 is unresolved.

PART THREE · DATA AND RIGHTS

9 Customer Data and security

9.1 As between the parties the Customer owns all **Customer Data**. The Provider may process it only to supply and support the **Service**.

9.2 The Provider shall maintain an information security programme aligned to ISO/IEC 27001, encrypt **Customer Data** in transit and at rest, hold it in the United States, and supply its current SOC 2 Type II report on request once in any twelve-month period.

9.3 The Provider shall keep a recoverable copy for thirty (30) days after the end of the **Subscription Term**, export it on request in a documented format during that period, and then delete it and certify the deletion.

9.4 The Provider shall commission an independent penetration test of the **Service** at least once in each twelve-month period and shall share a summary of findings and remediation status with the Customer within thirty (30) days of the report.

10 Data protection

10.1 Schedule 3 records the subject matter, duration, nature and purpose of the processing, the categories of data subject and of personal data, and the approved subprocessors. The Provider processes personal data only on the Customer's documented instructions.

10.2 The Provider shall give thirty (30) days' notice before adding or replacing a subprocessor. The Customer may object on reasonable data-protection grounds and, if the objection cannot be resolved, may terminate the affected part of the subscription without penalty.

10.3 The Provider shall notify the Customer of any personal data breach without undue delay and in any event within twenty-four (24) hours of becoming aware of it, and shall assist the Customer with data subject requests and any assessment the Customer is required to make.

11 Confidentiality

11.1 Each party shall keep the other's confidential information secret, use it only for this Agreement, and disclose it only to those who need it and are bound by equivalent duties. The obligation does not apply to information that is public other than by breach, or that was already lawfully held free of any duty of confidence.

11.2 This clause 11 runs for the **Subscription Term** and for five (5) years afterwards, and indefinitely for anything that is a trade secret.

12 Intellectual property

12.1 The Provider owns the **Service**, its models and all improvements to them. Nothing in this Agreement transfers any right in it beyond the licence in clause 2.1, and a feature the Customer suggests may be implemented without obligation or payment.

12.2 The Provider may use aggregated, de-identified statistics derived from use of the **Service** to improve it and to publish benchmarks, provided no such statistic identifies the Customer or reproduces **Customer Data**.

PART FOUR · RISK AND GENERAL

13 Warranties

13.1 The Provider warrants that the **Service** will perform materially as described in its documentation, that it will supply the **Service** with reasonable skill and care, and that it will not knowingly introduce malicious code.

13.2 The Provider does not warrant that any forecast will prove accurate, that the **Service** will be uninterrupted, or that it will meet a requirement the Customer has not stated in writing. Except as clause 13.1 states, and so far as the law allows, all implied warranties and conditions are excluded.

13.3 The Customer warrants that it has the right to load all **Customer Data** and that doing so breaches no duty it owes a third party.

14 Limitation of liability

14.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for any liability that cannot lawfully be limited. Neither party is liable for loss of profit, loss of revenue, loss of anticipated saving, or any indirect or consequential loss.

14.2 Subject to clauses 14.1 and 14.3, each party's total aggregate liability is limited to the greater of (a) the fees paid and payable in the twelve (12) months before the first event giving rise to the claim, and (b) US$150,000. On the fees in Schedule 1 limb (a) is US$76,800, so limb (b) governs until committed volume rises.

14.3 For a breach of clause 9, 10 or 11 the limit is twice the amount calculated under clause 14.2. No limit applies to the Customer's obligation to pay fees, or to the Provider's indemnity in clause 15.1.

15 Indemnities and insurance

15.1 The Provider shall indemnify the Customer against damages awarded and reasonable legal costs in a third-party claim that the **Service** infringes that party's patent, copyright or trade secret, and may at its option procure a right to continue, modify the **Service**, or terminate and refund fees paid for the unused period.

15.2 The Customer shall indemnify the Provider against a third-party claim arising from **Customer Data** or from use of the **Service** in breach of clause 3.

15.3 The Provider shall maintain technology errors and omissions cover, including cyber liability, of not less than US$5,000,000 for each claim, and shall produce a certificate on request.

16 Termination, notices and general

16.1 Either party may terminate immediately where the other commits a material breach not remedied within thirty (30) days of written notice, or becomes insolvent or ceases to trade.

16.2 The Customer may terminate on thirty (30) days' written notice where monthly availability falls below 99.0% in three consecutive months, and the Provider shall refund fees paid for the unused part of the term.

16.3 Clauses 9.3, 11, 12, 14, 15 and 16 survive termination. Notices must be in writing to the addresses on page 1 and take effect on delivery by courier or at 9.00 a.m. on the next business day by electronic mail.

16.4 This Agreement is governed by the laws of the State of Oregon and the parties submit to the exclusive jurisdiction of the courts sitting in Multnomah County. This Agreement, its Schedules and the Order Form are the entire agreement on their subject matter; no variation binds either party unless in writing and signed by both; neither party may assign without the other's consent except to a successor to substantially all of its business; and an unenforceable provision is narrowed to the least extent necessary while the rest stands.

SCHEDULE 1 · PARTICULARS AND FEES

Subscription particulars and fees

The figures below are those on Order Form OF-2026-0233-A and are committed for the initial term under clause 2.2. Clause 7.1 governs any change at renewal.

PART A — FEES AND ALLOWANCES

ITEM	BASIS	AMOUNT
Platform fee	Per month, invoiced quarterly in advance under clause 6.1	US$6,400
Included volume	Forecast Rows per calendar month, no carry-forward	25,000,000
Overage	Per 1,000 Forecast Rows above the allowance (clause 6.2)	US$0.42
Implementation	One-off, invoiced on the Effective Date	US$28,000
Sandbox tenant	One non-production environment, refreshed weekly	Included
Renewal uplift	CPI-U plus two points, hard cap under clause 7.1	Max 5%
Committed value	Platform fee over the 36-month initial term	US$230,400

PART B — WORKED OVERAGE EXAMPLE

A month in which the Customer runs 27,300,000 **Forecast Rows** exceeds the allowance by 2,300,000 rows. The overage is 2,300 units of 1,000 rows at US$0.42, that is US$966, invoiced in arrears with the following quarter's platform fee.

PART C — IMPLEMENTATION STAGES AND THE DATA FEED

STAGE	WHAT HAPPENS	COMPLETE BY
Connection	Read-only connection to the Customer's order and shipment tables; item master loaded and keyed	Week 2
History load	Thirty-six months of order, shipment and promotion history ingested and reconciled to the ledger	Week 4
Model fit	Baseline models fitted for each brand and validated against held-out periods	Week 6

SCHEDULE 2 · SERVICE LEVELS

Service level agreement

PART A — SEVERITY, RESPONSE AND RESOLUTION

SEVERITY	DEFINITION	RESPONSE	WORKAROUND	RESOLUTION
S1	Service unavailable, or forecast runs failing for every brand	30 minutes	4 hours	24 hours
S2	A material function unusable for one brand, no workaround	2 hours	1 business day	5 business days

SEVERITY	DEFINITION	RESPONSE	WORKAROUND	RESOLUTION
S3	A function degraded or a report incorrect, workaround available	1 business day	5 business days	Next release
S4	Question, cosmetic defect or enhancement request	2 business days	—	Backlog

PART B — AVAILABILITY AND SERVICE CREDITS

MONTHLY AVAILABILITY	APPLIES WHEN	CREDIT
99.9% or above	Target met — no credit due	None
99.0% to 99.89%	Below target, the Service materially usable	5% of monthly fee
98.0% to 98.99%	Sustained degradation across a month	10% of monthly fee
Below 98.0%	Three consecutive months below 99.0% also engages clause 16.2	20% of monthly fee

Availability is measured over each calendar month, excluding planned maintenance under clause 4.3 and any suspension under clause 8.2. A credit must be claimed within thirty (30) days of the end of the month to which it relates and is applied against the next invoice.

SCHEDULE 3 · DATA PROCESSING

Processing particulars and approved subprocessors

Subject matter: supply of the **Service**. Duration: the **Subscription Term** and the thirty-day retention window in clause 9.3. Data subjects: the Customer's planners and named users, and consignee contacts in shipment records. Personal data: names, business contact details, user identifiers and access logs. No special category data is processed.

SUBPROCESSOR	PURPOSE	LOCATION
Amazon Web Services	Hosting, storage and backup of the production tenant	us-west-2, Oregon
Snowflake Inc.	Analytical warehouse for ingested history	us-west-2, Oregon
Zendesk, Inc.	Support ticketing under Schedule 2, Part A	United States

Execution

Each signatory warrants that they are authorised to sign for the party named. This Agreement may be signed in any number of counterparts, each an original and all together one instrument, and an electronic signature binds the signing party as an original.

Brightline Analytics, Inc.

PROVIDER

BY ______________________

NAME Dana Kohl

TITLE Chief Revenue Officer

DATE ______________________

Toyco Brands, Inc.

CUSTOMER

BY ______________________

NAME Sam Ortiz

TITLE Director of Demand Planning

DATE ______________________

Two counterparts executed, one retained by each party at its notice address in clause 16.3. Order Form OF-2026-0233-A is attached to and forms part of this Agreement.