MASTER SERVICE AGREEMENT

All Services (as defined herein) provided by Carousel Industries of North America, LLC, a Rhode Island limited liability company ("Provider") are provided in accordance with the terms of this Master Service Agreement ("Agreement"). Agreement is a binding legal agreement between Provider and you, either as a company or other legal entity ("Customer"), effective as of the date of the initial binding Purchase Order, Quote or Scope of Work between the Parties ("Effective Date"). Provider and Customer may be collectively referred to herein as the "Parties" or individually as the "Party".

ARTICLE ONE – GENERAL

1.1 **General.** Provider and Customer desire to implement terms and conditions pursuant to which Customer may purchase and/or license from Provider for Customer's internal business use certain cloud infrastructure, hosted and managed service offerings, Software (as defined herein), Hardware (as defined herein) and professional consulting services during the term of this Agreement (collectively, the "Services").

1.2 **Agreement Structure**. Each Quote and SOW (as defined in Section 1.3 below) and, to the extent applicable to the Services purchased, the following documents posted at https://nwn.ai/compliance/ (collectively, the "Compliance Documents") are incorporated into this Agreement by reference: (a) the NWN Data Processing Agreement ("DPA"), which applies whenever Provider processes Personal Data (as defined in the DPA) on Customer's behalf; (b) the NWN Acceptable Use Policy ("AUP"); (c) the NWN Emergency Services Addendum ("Emergency Services Addendum"), which applies to any Services that include voice calling, SIP, or multi-line telephone system functionality; (d) the NWN Artificial Intelligence Addendum ("AI Addendum"), which applies to any Services that include AI Features (as defined in the AI Addendum); and (e) any other addendum expressly identified in a Quote/SOW. Third-party end user license agreements, terms of service, and warranty terms posted at https://nwn.ai/third-party-eula-tos-warranty/ ("Third-Party Terms") apply as provided in Section 6.8. Provider may update the Compliance Documents from time to time by posting a revised version; provided that no update will materially diminish Provider's obligations under the DPA or materially reduce the protection of Customer Data during the then-current term of an affected Quote/SOW without Customer's written consent. All references to the "Agreement" include the Compliance Documents and each Quote/SOW. This Agreement is non-exclusive. Nothing in this Agreement shall prevent Customer or Provider from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

1.3 **Orders for Services**. The order process shall be initiated by Provider issuing a Quote or Scope of Work ("SOW"), as the case may be, to the Customer for review and acceptance. Quotes generally set forth the specific Service type and location(s), terms, and fees related to the provision of Provider's Hardware and Software products. SOWs generally set forth the specific Service type and location(s), terms, and fees related to the provision of Provider's managed services and communications service offerings. Either a Quote or a SOW may include any type of Service. In order to initiate the provision of the Services set forth in the Quote and/or SOW, Customer must execute and return the Quote and/or SOW to Provider in accordance with the terms of the applicable Quote and/or SOW. Provider

may, in its sole discretion, cancel or amend all open Quotes/SOW prior to Customer acceptance. If Provider's manufacturer or supplier increases pricing, or new or increased tariffs, duties, or other government-imposed charges apply, after a Quote and/or SOW has been executed, Provider may adjust pricing for affected Hardware and Software not yet shipped by written notice to Customer. Customer may cancel Provider accepted Quote/SOWs subject to the restrictions and payment of Early Termination Charge (defined below) set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Quotes/SOWs and other information that it provides to Provider. Each accepted Quote/SOW shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. For the purposes of this Agreement, "Hardware" means the standard hardware products that Customer orders or Provider delivers under the Agreement. Hardware does not include any customized deliverables that Provider creates specifically for Customer on a time & materials basis or on a milestone basis. If Customer requires additional Services under an existing Quote/SOW, the Customer is responsible for notifying Provider and Provider will issue an updated Quote/SOW with any applicable changes to Customer's owed Fees. If Customer seeks to remove Services from an existing Quote/SOW, the Customer is responsible for notifying Provider and Provider must agree in writing to such removal. In the event of a removal of Services, Provider will make any applicable changes to Customer's Fees in the next applicable billing period.

1.4 **Purchase Orders**. Customers may also provide customer-generated purchase orders to further document the acceptance of a Quote/SOW, but such purchase orders shall not replace or nullify the requirement that Customer fully execute and return accepted Quotes/SOWs to Provider. Further, customer-generated purchase orders shall not alter or supersede the terms of the Quote/SOW or this Agreement. Any pre-printed, additional, or conflicting terms contained in a purchase order, vendor registration or procurement portal, invoicing system, or other Customer document are rejected and of no force or effect, even if accepted electronically or by performance. Provider may reject a purchase order within two (2) business days of receipt, as further described in the applicable Quote/SOW. The terms of applicable SOW/Quote shall be deemed accepted if Customer fails to execute the SOW/Quote but instead issues a purchase order. Should Customer issue a purchase order but fail to fully execute the applicable Quote/SOW, then such issuance of Purchase Order shall be deemed acceptance of the original Provider issued Quote/SOW. In the event Provider's manufacturer or supplier adjusts pricing after the issuance of a customer purchase order, Provider reserves the right to adjust pricing until the date of shipment.

1.5 **Order of Precedence/Construction**. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute shall not be construed against either Party. The terms and conditions set forth in this Agreement shall apply to all attachments unless otherwise specifically stated. To the extent reasonably possible, the provisions of this main body of the Agreement and any Quote/SOW and the Compliance Documents shall be interpreted so as to avoid any conflict between them. In the event of an express conflict, the following order of precedence applies: (a) the main body of this Agreement; (b) the applicable Quote/SOW; (c) the DPA, solely with respect to the processing of Personal Data; (d) the Emergency Services Addendum and the AI Addendum, each solely

with respect to its subject matter; and (e) the AUP and any other Compliance Documents. Notwithstanding the foregoing, a Quote/SOW will control over this Agreement for the specific Services described in that Quote/SOW only where the Quote/SOW expressly identifies the Section of this Agreement being modified and states that it is intended to modify it. Third-Party Terms control solely as provided in Section 6.8.

1.6 **Customer Obligations**. Customer agrees: (a) to cooperate with Provider in providing the Services and give Provider timely access to its premises for pre-installation site surveys, installation and provision of Services at its site(s) where the Services are installed (the "Site(s)"); (b) that the Site will be a suitable environment for the Services, in compliance with applicable law and regulations and will include a space for installation of the Services, to be made available prior to delivery thereof; (c) to provide at its own expense all supplemental equipment and environmental services required for the installation and support of the Services, including, but not limited to, air conditioning and commercial electrical power, wiring and outlets and all equipment and software necessary to effectuate an interface between Customer provided equipment and Provider provided Services and all appropriate access thereto; (d) to ensure that its networks and systems are adequately secured against unauthorized intrusion; (e) that in the event any networks to be monitored by Provider are owned, managed or hosted by a third party provider ("Host"), Customer will notify and obtain the Host's written consent for Provider to perform the Services on the Host's systems and provide Provider a copy of such Host consent upon request; and (f) that where a Service involves accessing a Customer's employees' or other individual's personal data, Customer has obtained the applicable consents from any impacted end users and has provided all notices required by law, as further described in the DPA. Customer warrants and represents that, except as previously disclosed to Provider in writing, Customer has no knowledge of asbestos or other hazardous materials ("Hazards") at its Site and Customer agrees to promptly notify Provider in writing if Customer becomes aware of Hazards on its Site during the Term of this Agreement. Provider assumes no liability for any conditions or Hazards existing on the Customer's Site. In addition, Customers shall provide Provider with (a) full, free and safe access to its facilities; (b) telephone numbers, network addresses and passwords necessary for remote access; and (c) interface information for supported Services and necessary third party consents and licenses to access them; (d) technical resource or onsite contact person who shall assist Provider in remotely troubleshooting issues, including, but not limited to providing data logs, or assisting in reboots/ resets of certain components. All such items will be provided by Customer at Customer's expense. If Provider provides an update or other new release of software as part of the Services, Customer will implement it promptly. Customer will reasonably use, safeguard and return to Provider any items that Provider loans to Customer ("Provider Tools") for the purpose of providing Services. Provider Tools shall not be considered Services.

ARTICLE TWO – PAYMENT TERMS

2.1 **Credit and Deposit**. If requested by Provider, Customer shall complete and submit Provider's standard credit application. Provider may from time to time conduct a review of Customer's credit rating and payment history and update the billing and payment terms herein without the consent of Customer if Provider deems necessary. Provider may

require Customer to pay a deposit before acceptance of a Quote/SOW. Additionally, for any existing Services, Provider may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date (as that term is defined in Article 2.3) as a condition to the continued provision of such existing Services. Provider shall refund any deposit paid pursuant to this Article, less any payments that Customer still owes to Provider, when Provider determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

2.2 **Billing Commencement**. Provider may commence billing and Customer shall be liable for payment for Services upon the service activation or the billing commencement date, as the case may be as defined in the applicable SOW/Quote.

2.3 **Invoicing and Payment Terms**. Provider will invoice Customer all monthly recurring charges and non-recurring charges (collectively, "Fees") as provided in the applicable Quote/SOW. Except as otherwise modified pursuant to the procedure in Section 2.1, all undisputed Fees are payable in full thirty (30) days from the date of Provider's invoice ("Due Date"). Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with any bank wire transfer or other means of payment. Unless otherwise stated in the applicable Quote/SOW, Customer will pay for all travel and lodging related expenses incurred by Provider's employees in connection with the performance of Services, and such expenses shall be invoiced to Customers monthly for actual expenses incurred. Customer shall also be responsible for paying all shipping and handling charges invoiced by Provider, as well as Taxes (as defined in Section 2.4 herein).

Customer may not decline to make payment based on claims of fraudulent or unbillable calls, unauthorized use, bad debts or other uncollectible amounts. Provider may invoice Customer by e-mail to the billing contact identified in this Agreement. Customer shall be responsible for updating its billing contact with Provider. The invoice shall be deemed to have been received by Customer on the day the e-mailed invoice is transmitted, provided that Provider sends the invoice to the most recent billing contact provided by Customer and does not otherwise receive any notification that the e-mail transmission failed.

2.4 **Taxes and Fees**. All charges for the Services are exclusive of any Taxes (as defined below). Except for taxes based on Provider's net income or for taxes which Customer possesses an exemption certificate, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, tariffs or other taxes, duties, fees, charges or surcharges (including, but not limited to Universal Service Fund ("USF") and other regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Such Taxes will be individually identified on invoices. For purposes of calculating Taxes, Customer's location will be set to Customer's service address or billing address (if the service address is unknown) unless Customer specifically notifies Provider in writing that it intends to use the Services at another/additional valid physical location(s). Provider reserves the right to reject any request to treat an alternative physical location as Customer's service address if Provider discovers that the address is invalid or otherwise inaccurate. If Provider must pay for any additional Taxes and associated interest and/or

penalties arising from Customer's provision of erroneous location data, Customer shall promptly reimburse Provider for the same within fourteen (14) days of demand by Provider. Further, Customer shall be responsible for notifying Provider in the event of any change to service address(s).

2.5 **Tax and Fee Exemptions**. If Customer is entitled to an exemption from any Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Provider to Customer following Provider's receipt of such exemption certificate. Provided that Provider timely identifies the Taxes payable by Customer, Customer shall indemnify, defend and hold Provider harmless from payment and reporting of all such Taxes, including costs, expenses, and penalties incurred by Provider in settling, defending or appealing any claims or actions brought against Provider related to, or arising from, Customer's non-payment of Taxes.

2.6 **Late Charges**. Unless otherwise prohibited by applicable law, any overdue and unpaid portion of the Fees will bear interest at one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less. Provider may suspend Services associated with orders for which payment is overdue until the overdue amounts are paid in full. Customer will reimburse Provider for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

2.7 **Invoice Disputes**. To the extent that Customer disputes any portion of an invoice, Customer shall notify Provider in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If a billing dispute is resolved in favor of Customer and Customer has withheld the disputed amount, no interest credits or penalties will apply. If the dispute is resolved against Customer, and Customer withheld the disputed amount, Customer shall pay such withheld amount due plus interest as set forth in Section 2.6 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users. Customer remains solely responsible for all use of service ordered by it or billed to its account pursuant hereto, for determining who is authorized to use its service, and for promptly notifying Provider of any unauthorized use. In the event of nonpayment, Provider reserves the right to assign the late balance to a collection agency and Customer agrees to reimburse Provider for all expenses related to its collection efforts, including, but not limited to reasonable attorneys' fees.

ARTICLE THREE – TERM AND TERMINATION

3.1 **Term.** This Agreement shall be in effect for a period of three (3) years from the Effective Date ("Initial Term") unless terminated earlier as otherwise provided for in this Agreement, and shall automatically renew for one (1) year periods thereafter (each a "Renewal Term" and together with the Initial Term, shall be referred to as the "Term") until either Party notifies the other Party of its intent not to renew the Agreement at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing,

in the event that any Quote/SOW remains in effect following the expiration or termination of this Agreement, this Agreement shall govern and continue in effect with regard to such Quote/SOW until the termination of such Quote/SOW.

3.2 **Termination.** This Agreement may be terminated during the Initial Term or any Renewal Term only by written agreement of the Parties, pursuant to Article 4 (Default) or as otherwise specified in this Agreement. Termination of this Agreement by Customer for any other reason shall be subject to Section 3.3 herein. In the event of termination of this Agreement for any reason, all obligations hereunder shall immediately cease and be of no further effect, provided that all obligations to make payments for charges incurred prior to the termination of this Agreement hereunder shall survive termination of this Agreement and any and all amounts owed through the termination date shall be paid as per the terms of this Agreement. Termination of this Agreement shall not relieve either Party of any liability for breach of this Agreement or as may otherwise be established. Termination of this Agreement shall not terminate the obligations of either Party under any then current SOW and/or Quote.

3.3 **Early Termination Charge.** If Customer terminates this Agreement, or any Quote/SOW created hereunder, for any reasons other than a Provider Default before the end of the applicable Initial Term or Renewal Term, as the case may be, the Customer shall pay an Early Termination Charge ("Early Termination Charge") as liquidated damages and a reasonable approximation of Provider's loss from early termination. The amount of the Early Termination Charge will equal the sum of (a) one hundred percent (100%) of the monthly recurring Fees for the remaining months of the then-current term of each terminated Quote/SOW; and (b) any non-cancellable third-party license, subscription, or carrier commitments incurred by Provider for Customer, to the extent not already included in (a). In addition to the Early Termination Charge, Customer is responsible for paying any Fees still outstanding for the Agreement to the Date of Termination. This Section may be amended, modified, or waived in a Quote/SOW with regard to the specific Services set forth therein. If so, such Quote/SOW will govern the termination of this Agreement for those Services to the extent expressly provided in the Quote/SOW. Any amendment, modification, or waiver of this Section shall not be construed as affecting any other provisions of this Agreement or affecting this Section further than the extent provided in a Quote/SOW.

3.4 **Service Transition**. If either party terminates this Agreement, Provider may assist Customer in the orderly termination of Services, including timely transfer of the Services to another designated provider. Customer agrees to pay the actual costs of rendering such assistance. Upon Customer's written request made no later than thirty (30) days after termination, Provider will make Customer Data stored by Provider available for retrieval, or return it in Provider's standard format, and any assistance beyond such standard export will be provided at Customer's expense. Thereafter, Provider shall have no obligation to retain Customer Data and may delete it in accordance with its standard retention practices and, with respect to Personal Data, Section 10 of the DPA, unless otherwise required by law. Customer is responsible for retrieving its data within such period.

ARTICLE FOUR - DEFAULT; SUSPENSION OF SERVICE

4.1 **Customer Default**.

4.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within five (5) business days of receiving notice of the breach from Provider; (b) fails to cure any non-monetary breach of any terms of the Agreement within thirty (30) days of receiving written notice of the breach from Provider; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "Customer Default").

4.1.2 In the event of a Customer Default, Provider may suspend Services to Customer until Customer remedies the Customer Default, or Provider may terminate this Agreement, and/or any or all of the Services being provided hereunder. Provider is not responsible for damages that may result due to suspension or termination of Services by Provider pursuant to this Section and Section 4.3 herein. Provider may at its sole option and with prior notice to Customer, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to Provider at law or in equity.

4.2 **Provider Default**.

4.2.1 Provider is in default of this Agreement if Provider fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Customer ("Provider Default"); provided, however, that Customer expressly acknowledges that Service-related failure or degradation in performance is not subject to a claim of a Provider Default. Customer's sole and exclusive remedy for any failure of Service is set forth in the applicable Quote/SOW or the service guide or service level agreement incorporated therein (including any service credits described therein).

4.2.2 In the event of a Provider Default, Customer may terminate the Services and the Agreement upon thirty (30) days prior written notice to Provider. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

4.3. **Discontinuation of Service**.

By Customer. In the event of a discontinuation by Customer, Customer shall be responsible for payment of all invoices for Services furnished until the disconnection date specified by Customer or until the date that the written disconnection notice is received by Provider, whichever is later, along with any applicable Early Termination Charge.

By Provider. In addition to any other rights of Provider hereunder (including for termination of the Agreement or a Quote/SOW), Provider may discontinue an affected Service promptly following written notice and without incurring any liability, in the event of a change in law or a decision by the Federal Communications Commission ("FCC") or other governing regulatory body, including but not limited to state public utility authorities, that results in a material change in this Agreement or impairs Provider's ability to perform its obligations hereunder.

In addition, Provider may suspend or discontinue the affected Services immediately, with notice to Customer as soon as reasonably practicable (which may be given after suspension), and without incurring any liability therefor in the event of:

(a) A violation of Section 12.1 or the AUP;

(b) Using the Services in any way that is harmful to Provider's network, facilities or other customers;

(c) Using the Services in a way that violates applicable law.

4.4 **Restoration of Service**. If Service has been discontinued for nonpayment or as otherwise provided herein and Customer wishes it continued, Service shall, at Provider's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at Provider's discretion. Nonrecurring charges apply to restored services.

4.5 **End of Support/Extended Support/End of Life.**

Customer acknowledges that the Services (including any Hardware, Software, or other deliverables) may incorporate, depend upon, or interoperate with hardware, software, cloud services, or other products provided by third-party original equipment manufacturers ("OEM Products"). If an OEM Product is discontinued, reaches end-of-life ("EOL"), end-of-sale, end-of-support ("EOS"), or is otherwise no longer supported, licensed, available, or commercially reasonable for Provider to use in providing the Services, Provider may, upon written notice to Customer: (a) replace the affected OEM Product with a substantially similar product, technology, or functionality; (b) modify the Services as reasonably necessary to accommodate the replacement product or technology; or (c) discontinue the affected functionality to the extent it is dependent upon the unavailable OEM Product, provided that Provider uses commercially reasonable efforts to minimize any material adverse impact on the Services. Any required replacement OEM Product, migration, upgrade, or modification necessitated by an OEM Product EOL or EOS event shall not constitute a breach of this Agreement. To the extent such replacement results in a material increase in Provider's costs or requires additional products, licenses, services, or implementation efforts not contemplated by the applicable SOW, Quote, or Purchase Order, such additional costs shall be borne by Customer, and Provider shall issue an updated Quote/SOW or change order (consistent with Section 5.5) reflecting the corresponding adjustment to Fees and scope. Provider shall not be liable for any degradation, interruption, delay, or unavailability of the Services to the extent caused by an OEM's discontinuation, withdrawal of support, licensing changes, security vulnerabilities, or other actions beyond Provider's reasonable control. Provider shall have no obligation to support, maintain, repair, replace, or provide workarounds for any OEM Product after the applicable OEM has announced or implemented an EOL or EOS status.

ARTICLE FIVE – EQUIPMENT

5.1 **Equipment Sold by Provider**. Where Services include the sale of Hardware and other equipment to Customer, ownership and title to the same shall pass to Customer upon shipment of the Hardware and equipment by Provider and/or its supplier. Until Provider receives payment in full for such Hardware and equipment, Customer grants Provider a

purchase-money security interest in it, and Customer authorizes Provider to file financing statements and take other actions reasonably necessary to perfect such security interest.

5.2 **Shipment of Equipment**. Provider shall not initiate the shipment of Hardware and equipment specified in a Quote/SOW until such time as Provider receives and approves the Customer-executed Quote/SOW.

5.3 **Return of Equipment**. Where Services include use of certain Hardware, Software and other equipment owned or leased by Provider or a third-party supplier that is located at the Customer's premises, the title to the Hardware, Software and other equipment will remain with Provider or a third-party financing company. In the event of a termination of a Service, any Hardware, Software and other equipment provided to the Customer hereunder shall be returned by the Customer to Provider as of the date of such termination in the same condition and working order as when delivered to the Customer, reasonable wear and tear excepted, at the Customer's expense. The Customer shall reimburse Provider or its successor or transferee in the event of any breach of the immediately preceding sentence. Any such Hardware, Software and other equipment furnished to the Customer by Provider shall (i) remain the property of, and shall be clearly marked or tagged as the property of, Provider or its successor, assignee or transferee; (ii) be kept free of liens and encumbrances; (iii) not be modified in any manner by the Customer; and (iv) be maintained by the Customer with the same degree of care as the Customer uses with respect to its own valuable equipment, but in no event less than a reasonable degree of care for similar equipment. The Customer shall bear the risk of loss or damage while any such Hardware, Software and other equipment is in the Customer's possession.

5.4 **Risk of Loss**. Unless otherwise set forth in the Quote/SOW, risk of loss will pass to Customer, (i) upon shipment of ordered Hardware from Provider or Provider's suppliers directly to Customer, (ii) when ordered Hardware is received by Provider if Customer has requested configuration services in the Quote/SOW, or (iii) when ordered Hardware is received by Provider if Customer has requested staging or temporary storage.

5.5 **Charges**. If Customer is not ready to accept Services or personnel at Customer's facility for any reason (including, but not limited to, a failure to fully comply with all Provider instructions and requirements as defined in the Quote/SOW) on the scheduled date set forth in the Quote/SOW and otherwise mutually agreed upon by the Parties and Provider is prepared and able to provide the Services to the Customer on that date, Provider may commence charging Customer for the Services as of the service activation/billing commencement date set forth in the Quote/SOW. Customer is solely responsible for ensuring that its premises are configured correctly to support Provider. If Provider is unable to perform scheduled on-site work that causes Provider to re-dispatch its personnel due to a Customer-caused delay reason, billing for the Services may commence on the service activation/billing commencement date set forth in the Quote/SOW. If prior to the commencement or during the performance of the Services, Customer (i) fails to deliver any required material or services, (ii) fails to provide access to computer systems or facilities, as specified in the original Quote/SOW, and/or (iii) if the Services are unable to be performed due to Customer delays for a period of over sixty (60) days, Provider may require Customer to sign a change order form setting forth the conditions and Fees, if any, under which Provider will continue providing Services and Customer's agreement to pay such additional Fees for Provider to continue to perform the Services. Further, if

Customer's usage of the Services exceeds those set forth in the Quote/SOW, Provider may require that Customer submit a change order that formalizes Customer's agreement and consent to the increase usage and any applicable adjustment of any Fees due.

ARTICLE SIX - Software

6.1. **Software License**. Subject to Customer's payment of all applicable Fees and compliance with the terms of this Section 6 ("Software License Terms") and any other license terms and restrictions in the applicable Quote/SOW, Provider grants Customer a non-sublicenseable, non-exclusive, non-transferable license to use Software and Documentation provided under the Agreement for Customer's internal business purposes at the indicated capacity levels and locations in the United States, unless the manufacturer's End User License Agreement allows for global use. Unless otherwise set forth in a Quote/SOW, Provider will provide Software support only for the unaltered current release of the Software and the prior release. For Software versions older than one (1) prior release of the then current release, such Software will be supported only if authorized by the manufacturer's end of support policies. For the purposes of this Agreement, Software and Documentation are defined as follows:

(a) "Software" means the computer programs in object code form that Customer orders or Provider delivers under the Agreement, whether as stand-alone products or pre-installed on Hardware.

(b) "Documentation" means Provider's information manuals in printed or electronic form containing operating instructions and performance specifications that Provider generally makes available to users of its Services and Provider delivers to Customer with the Services. Documentation does not include marketing materials.

6.2. **Time Limitations**. If the parties agree on any time limitations on the licenses in the applicable Quote/SOW, then Customer's licenses will automatically expire at the end of the specified license term.

6.3. **All Rights Reserved**. Except for the limited license rights expressly granted in these Software License Terms, Provider reserves all rights in and to the Software and Documentation and any modifications thereto, including title, ownership, intellectual property rights, and any other rights and interests. Customer will own only the hardware or physical media on which the Software and Documentation are stored, if any.

6.4. **General Restrictions**. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the Software, (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the Software or Documentation, or alter the Software, (iii) merge the Software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third parties, (vi) enable any Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which Provider licenses as separate products without Provider's prior written consent, (vii) violate any obligations with regard to Provider's Confidential Information (as defined herein); or (viii)

permit or encourage any third party to do any of the foregoing. To the extent that Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in the preceding sentence, Customer will not exercise those rights until Customer has given Provider twenty (20) days written notice of Customer's intent to exercise any such rights.

6.5. **Backup Copies**. Customer may create a reasonable number of archival backup copies of the Software and Documentation on the condition that and as long as Customer (i) stores backup copies separately from any actively used computer programs; (ii) keeps a written record of all backup copies indicating the location of the storage; and (iii) provides such record to Provider upon request. Customer will not remove any product identification, trademark, copyright or other proprietary rights notices from the Software or Documentation and will duplicate and display all names, logos and notices of Provider and its licenses on each copy of the Software and Documentation made by Customer.

6.6. **Compliance**. Customer will make the Software available only to employees, contractors, or consultants with a need to know, who are obligated to comply with all license restrictions contained in the Agreement and to maintain the secrecy of the Software and all other Confidential Information. Customer will be responsible for the compliance of all users with those obligations.

6.7. **User-Defined Applications**. To the extent that any Software contains modules or development tools that permit Customer to create user-defined applications, workflows or processes for use with the applicable Software ("User-Defined Applications"), Customer agrees to indemnify Provider and its officers, directors, employees, agents and affiliates against, and hold each of them harmless from any and all costs, expenses, liabilities and claims arising from Customer's use or distribution, either directly or indirectly, of any User-Defined Applications.

6.8. **Third-Party Products and Software**. To the extent that Customer has ordered services, products or software provided by a third-party as part of the Services (*e.g.*, firewall), Customer acknowledges such Third-Party Products and Software are governed by the applicable end user license agreement, terms of use and service and/or warranty terms located at https://nwn.ai/third-party-eula-tos-warranty/ (collectively, "EULA") and that by reference herein the applicable EULA is a binding agreement between such third-party provider and Customer. In the event of a conflict between the terms of this Agreement and the applicable EULA, the EULA shall control with respect to such Third-Party Products and Software. For the purposes of this Agreement, "Third-Party Products" and "Third-Party Software" mean any products manufactured or software provided by a party other than Provider, and may include, without limitation, products ordered by Customer from third parties pursuant to Provider's recommendations. However, components of Provider-branded Services are not Third-Party Products if they are both (i) embedded in Services (*i.e.*, not recognizable as stand-alone items); and (ii) are not identified as separate Items on Provider's Quotes/SOWs.

6.9. **Termination of License for Cause**. Provider may terminate the Agreement and the Software licenses granted under it and exercise all available rights by giving written notice, effective immediately, if within thirty (30) days of Customer's receipt of a reasonably

detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions. Upon such termination, Customer will immediately pay all Fees outstanding (including applicable termination charges), cease use of all Software, return or delete, at Provider's request, all Copies of the Software in Customer's possession, and certify compliance with all of the obligations in this paragraph to Provider in writing.

6.10. **Support Limitations.** The following support Services for Software will only be included if specifically included in the Quote/SOW: (i) support of user-defined applications; (ii) support of Services that have been modified by a party other than Provider (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Services; (vi) correction of errors arising from causes external to the Services (such as power failures or surges); and (vii) support of Services that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

ARTICLE SEVEN - CONFIDENTIALITY

7.1 **Confidential Information**. Each party shall treat the information received from the other party that is designated as confidential or otherwise so identified, and/or any information that by its form, nature, content, or mode of transmission would to a reasonable recipient be deemed confidential or proprietary ("Confidential Information") as confidential and not disclose or use such Confidential Information except in the performance of this Agreement. Each party agrees to use the same degree of care that it maintains with regard to its own information of similar or like importance. Neither party will use or disclose the other party's Confidential Information, except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party under the Agreement will survive any expiration or termination of the Agreement or of any order. Upon termination of the Agreement and all Quotes/SOWs, each party will cease all use of the other party's Confidential Information (except for Software and Documentation in accordance with the applicable license granted under the Agreement) and will promptly return, or at the other party's request destroy, all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will destroy all copies of Confidential Information on its computers, disks and other digital storage devices, except that a party may retain copies in automated backup systems or as required by law or its bona fide records-retention policies, which retained copies remain subject to this Section. Upon request, a party will certify in writing its compliance in this Section. Provider designates the Services, all information relating to the Services and the financial terms of this Agreement as Confidential Information. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) protect the Confidential Information of the disclosing party using the standard of care set forth in this Section; (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same; and (v) if either party is legally compelled in any litigation, administrative, or similar proceeding to disclose the other Party's Confidential Information, such party shall, to the extent legally permitted,

promptly notify the other Party and reasonably cooperate with the other Party to seek a protective order for such Confidential Information, at the other Party's expense. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed by the recipient; (iv) is released for disclosure with written consent; (v) is received from a third-party to whom the information was disclosed without restriction; or (vi) is disclosed by the disclosing party to third parties without similar restriction.

7.2 **Title**. Provider retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Services and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7.3 Customer Data. As between the Parties, Customer retains all right, title, and interest in and to the data, content, and information that Customer or its users provide to Provider or process through the Services ("Customer Data"). Customer grants Provider a non-exclusive, royalty-free license to host, copy, process, transmit, and display Customer Data solely as necessary to provide, secure, support, and improve the Services and as otherwise permitted by the Agreement. Provider will process Personal Data contained in Customer Data in accordance with the DPA, and will not use Customer Data for AI Training (as defined in the AI Addendum) except as expressly permitted by the AI Addendum. Provider may create and use aggregated or de-identified data derived from the operation of the Services that does not identify Customer or any individual, solely for security, analytics, and service-improvement purposes, in compliance with applicable law and the DPA.

ARTICLE 8 – WARRANTIES; LIMITATION OF LIABILITY

8.1 **Warranties and Limitations**. Provider warrants that all Hardware and Software delivered will conform to the manufacturer part numbers and descriptions set forth in the applicable Quote/SOW and will be provided with the manufacturer's standard product warranty, and further, that any work provided by Provider shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards and the recommended practices of the manufacturer of the hardware and software. Customer must notify Provider in writing of any breach of the foregoing workmanship warranty within thirty (30) days after performance of the non-conforming Services, and Provider's sole obligation, and Customer's exclusive remedy, will be for Provider to re-perform the non-conforming Services or, if Provider is unable to do so after commercially reasonable efforts, to refund the Fees paid for the non-conforming Services. If hardware or software does not operate in accordance with the manufacturer's documentation during the applicable warranty period, Customer must promptly notify Provider. Provider will then, at its option, either repair or replace such hardware or software, as the case may be. Purchased or replacement parts and hardware may be new, remanufactured or refurbished, and Provider shall use commercially reasonable efforts to replace parts on a "like for like" basis (i.e. if a failed part is new, it shall be replaced with a new part whenever reasonably possible). Any removed parts and/or hardware will become the property of Provider, and any replaced parts shall become the property of the Customer with regard to all sold hardware. With respect to hardware purchased from Provider, Customer has

the right, as its exclusive remedy, to return the hardware for a refund of the purchase price if Provider is unable to repair or replace the hardware after a commercially reasonable period of time. Expendable items such as headsets, paper, printer ribbons, diskettes, and other expendable items, are not warranted and will be replaced or repaired only if defective upon delivery. Additional specific warranties for the Services are provided in the applicable Quote/SOW. These warranties are limited as provided in the Quote/SOW and generally as provided below. THE WARRANTIES OF PROVIDER HEREUNDER ARE SUBJECT TO OBSERVANCE BY CUSTOMER OF THE TERMS OF THE LICENSES, LICENSE AGREEMENTS, SUPPORT POLICIES AND WARRANTIES OF THE MANUFACTURERS OF THE HARDWARE/SOFTWARE. SOME PRODUCTS REQUIRE MANUFACTURER SOFTWARE SUPPORT AGREEMENTS, AND CUSTOMER AGREES TO MAINTAIN THIS COVERAGE IN ORDER TO OBTAIN AND FACILITATE WARRANTY SUPPORT FROM PROVIDER.

8.2 **Warranty Exclusions**. The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) Customer's use of the Services in violation of the license granted under the Agreement or in a manner inconsistent with the Documentation; (ii) use of non-Provider furnished equipment, software, or facilities with the Services (except to the extent provided in the Documentation), (iii) Customer's failure to follow Provider's installation, operation or maintenance instructions; (iv) Customer's failure to permit Provider timely access, remote or otherwise, to the Services; (v) failure to implement all new updates to Software provided under the Agreement; (vi) Services that have had their original manufacturer's serial numbers altered, defaced or deleted, (vii) Services that have been serviced or modified by a party other than Provider, an authorized agent of Provider, or a subcontractor for Provider. In addition, Provider is not obligated to provide warranty support if Customer modifies the hardware/software, in a manner that voids our ability to receive support from the manufacturer, without Provider's written approval.

8.3 **Toll Fraud**. Provider does not warrant that the Services will prevent Toll Fraud. Toll Fraud prevention is the responsibility of Customer. "Toll Fraud" means unauthorized use of communications services or facilities accessed through or connected to the Services.

8.4 **Disclaimers.** EXCEPT AS STATED HEREIN OR AS OTHERWISE IN A QUOTE/SOW, SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITH NO WARRANTIES OF ANY KIND. NEITHER PROVIDER NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY SERVICES, OR OTHERWISE RELATED TO THE AGREEMENT. PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTY THAT SERVICES ARE IMMUNE FROM OR PREVENT FRAUDULENT INTRUSION, UNAUTHORIZED USE OR DISCLOSURE OR LOSS OF PROPRIETARY INFORMATION. CERTAIN FEATURES, IF PURCHASED, SUCH AS CALL RECORDING, PASSWORD RESET, SKIP PASSWORD, MONITOR MAILBOX AND SILENT MONITORING WHEN ENABLED, COULD BE IMPROPERLY USED AND IN VIOLATION OF PRIVACY LAWS. BY PURCHASING SERVICES WITH

THESE FEATURES, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ENSURING THEIR PROPER AND LAWFUL USE. IF THE SERVICES SUPPORT TELEPHONY OR TRANSMISSION CONTROL PROTOCOL/INTERNET PROTOCOL (TCP/IP) FACILITIES, CUSTOMER MAY EXPERIENCE CERTAIN COMPROMISES DUE TO CUSTOMER NETWORK FACILITIES IN PERFORMANCE, RELIABILITY AND SECURITY, EVEN WHEN THE SERVICES PERFORM AS WARRANTED. THESE COMPROMISES MAY BECOME MORE ACUTE IF CUSTOMER FAILS TO FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR CONFIGURATION, OPERATION AND USE OF THE SERVICES. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR VIOLATION OF ANY WARRANTIES SET FORTH HEREIN.

8.5 **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE TOTAL AGGREGATE LIABILITY OF PROVIDER AND ITS SUPPLIERS AND LICENSORS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ALL COMPLIANCE DOCUMENTS), UNDER ANY THEORY OF LIABILITY, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE QUOTE/SOW GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO (A) CUSTOMER'S OBLIGATIONS TO PAY FEES, EARLY TERMINATION CHARGES, TAXES, AND OTHER AMOUNTS DUE; (B) CUSTOMER'S INDEMNIFICATION OBLIGATIONS; (C) CUSTOMER'S BREACH OF ARTICLE SIX, ARTICLE TWELVE, OR THE AUP; OR (D) A PARTY'S FRAUD OR WILLFUL MISCONDUCT. THE PARTIES AGREE THAT THESE LIMITATIONS REFLECT AN AGREED ALLOCATION OF RISK THAT IS AN ESSENTIAL BASIS OF THE BARGAIN AND APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.6 **Third-Party Warranties**. Provider will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Software and Products to Customer, but will have no liability whatsoever for the quality, functionality, or operability of any Third-Party Software and Products, and Provider will not be held liable as an insurer or guarantor of the performance, uptime, or usefulness of any Third-Party Software and Products.

8.7 **Authority/Compliance with Law**. Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Services, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms. Each Party shall be responsible for obtaining at its own expense any necessary governmental or regulatory

consents, permits, licenses, access rights, easements or approvals with respect to any services used or provided in connection with this Agreement.

8.8 **Recommendations**. During the agreement, Provider will make recommendations from time to time regarding security products and services for Customer, in line with reasonable best IT and security practices, including risks associated with various solutions. However, responsibility to accept, reject, or change such solutions ultimately resides with the Customer, not Provider. Customer understands and agrees that no security solution is 100% faultless or perfect in all situations, that failure to implement Provider recommendations could result in a less secure IT environment, and that implementation of the Services under this Agreement is not a guarantee that security incidents or breaches will not occur. Provider may, in its discretion, request that Customer sign a written document reflecting the recommendations that the Customer has or has not elected to implement, and such document will serve as express evidence of solutions not implemented by Provider.

ARTICLE NINE – INDEMNIFICATION

9.1 **Indemnification**. Each Party hereby agrees to indemnify, defend and hold the other Party, its affiliates, and their officers, directors, employees, consultants, contractors, sublicensees and agents (collectively, "Representatives") harmless from and against any and all damages or other amounts payable to a third-party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a third party against a Party or its Representatives based on: (a) breach of any applicable law by such indemnifying Party or (b) gross negligence or willful misconduct by such indemnifying Party or its Representatives.

9.3 Indemnification Procedure. The Party seeking indemnification shall (a) promptly notify the indemnifying Party in writing of the Claim (provided that delay shall relieve the indemnifying Party only to the extent it is materially prejudiced); (b) grant the indemnifying Party sole control of the defense and settlement of the Claim, provided that no settlement imposing any obligation or admission on the indemnified Party may be entered without its prior written consent; and (c) provide reasonable cooperation at the indemnifying Party's expense.

ARTICLE TEN – INSURANCE

10.1 **Insurance**. Provider and Customer will each maintain, at its own expense, reasonable insurance necessary to cover the Party, its assets/property, and employees and contractors. This insurance shall include, at a minimum, the following: (1) general commercial liability insurance with a limit of no less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate; (2) workers' compensation and unemployment insurance coverages as required by any state and federal laws to which each Party is subject; and (3) Cyber Liability (technology errors and omissions and network security/privacy) insurance with a limit of no less than $1,000,000 per claim and in the aggregate. All of the insurance policies described herein will not be canceled, materially

changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party.

ARTICLE ELEVEN – GOVERNING LAW AND DISPUTE RESOLUTION

11.1 **Choice of Law**. This Agreement shall be governed by the laws of the state of Rhode Island without reference to its conflicts of law. Any claim with respect to the Agreement must be brought within two (2) years after the cause of action arises. The parties hereto irrevocably: (a) agree that any suit, action, or other legal proceeding arising out of this Agreement shall be brought exclusively in the courts of record of either the state of Rhode Island or the courts of the United States located in the state of Rhode Island; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.2 **Injunctive Relief**. Either party may, at its option and at any time, seek injunctive relief in any court of competent jurisdiction (including but not limited to preliminary injunctive relief). The parties acknowledge that each of them has a vital interest in enjoining any violation of confidentiality obligations, including unauthorized use of the Software, because damages would not adequately compensate a party for any infringements of that party's intellectual property rights.

ARTICLE TWELVE – RESTRICTIONS ON USE

12.1 **Restrictions on Use**. Customer and its users agree that they will not:

(a) Use the Services in a manner that violates any applicable local, state, federal or international law, order, or regulation;

(b) Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature;

(c) Invade another person's privacy, stalk, harass, or otherwise violate the rights of others;

(d) Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable in Provider’s sole discretion; or

(e) Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Services, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.

12.2 Acceptable Use. Customer shall comply, and shall cause its users to comply, with the AUP. Customer is responsible for the acts and omissions of its users and of any third party that accesses the Services through Customer’s accounts or credentials.

ARTICLE THIRTEEN – ASSIGNMENT AND SUBCONTRACTING

13.1 **Assignment**. Customer shall not assign, transfer, or delegate (including via merger, acquisition, reorganization, or transfer of 51% or more of the ownership interests or assets of a company or person) any interest, obligation, or right under this Agreement without the prior written consent of Provider. Provider may assign this Agreement, in whole or in part, without Customer's consent to any affiliate or to any successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or of the business to which this Agreement relates. Provider may subcontract work to be performed under the Agreement but will retain responsibility for such work.

ARTICLE FOURTEEN – MISCELLANEOUS

14.1 **Compliance**. The Services and any technical information provided under the Agreement are subject to the export laws and regulations of the United States. By executing the Agreement, Customer represents that it is not located in, organized under the laws of, or a resident or national of any country or region subject to comprehensive U.S. sanctions, and is not listed on, or owned or controlled by any party listed on, any U.S. government restricted-party list (a list of embargoed countries, denied persons and other restrictions is available from the US Department of Commerce). Customer will observe all applicable laws when using the Services and work product of any Services. Customer will indemnify and hold Provider and its suppliers harmless from any and all costs, expenses, liabilities and claims based upon Customer's failure to comply with this Section.

14.2 **Force Majeure**. Neither Provider nor Customer shall be responsible for a failure to perform due to causes beyond its control, including strikes, riots, terrorism, earthquakes, epidemics, wars, theft, fires, floods, weather, acts of God, pandemics, governmental actions, supply chain disruptions, manufacturer or supplier delays, shortages or allocations, failures of third-party telecommunications, utility or cloud service providers, cyberattacks not caused by the affected Party's failure to maintain reasonable security, or strikes that make it impossible or commercially impractical to perform ("Force Majeure Event"). In the event of such a Force Majeure Event, performance (other than payment of fees) will be excused for the duration of the Force Majeure Event. In the event that a Force Majeure Event exceeds ninety (90) days and one or both parties is not performing its obligations hereunder, either party may, by written notice to the other party, terminate this Agreement.

14.3 **Notices and Amendments in Writing**. All notices under the Agreement and any modifications or amendments to the Agreement or any order must be in writing. Modifications or amendments to the Agreement or any order also must be signed by both parties. Notices will be sent to Customer at the address indicated on the applicable Quote/SOW and to Provider at 659 South County Trail, Exeter, RI 02822 (or such other address as a Party designates by notice) by nationally recognized overnight courier or certified mail, return receipt requested, and will be deemed given upon delivery. Notices to Provider will be to the attention of the Legal Department, with a copy by email to contracts_legal@nwn.ai. Operational notices (including billing, service, and Compliance Document update notices) may be given by email to contracts_legal@nwn.ai.

14.4 **Non-Solicitation**. Provider and Customer agree that at all times while Customer is employing the Services of and for twelve (12) months after the termination of this Agreement, Provider and Customer will not solicit, hire, retain (including as a consultant)

any Provider or Customer employee or independent contractor or any former employee or independent contractor who has left employment or contract within twelve (12) months prior to such hiring. This Section does not prevent Provider or Customer from hiring or soliciting any employee, independent contractor, or former employee or independent contractor of the other Party who responds to a general solicitation that is a public solicitation of prospective employees and/or independent contractors and is not directed specifically to the employees or independent contractors of the other Party. This section may be amended, modified, or waived according to the terms of a written addendum agreed to and signed by Provider and Customer. Any amendment, modification, or waiver of this Section shall not be construed as affecting any other provisions of this Agreement.

14.5 **Provider Inventions**. All work products, deliverables, inventions, know-how, drawings, designs, techniques, computer code, software programs, and methodologies and all improvements thereto (whether patentable or unpatentable) made or conceived by Provider or its agents or employees in the course of providing Services under this Agreement but excluding Customer's Confidential Information (collectively "Provider Inventions"), shall be Provider's property, and subject to payment of all applicable Fees hereunder, Customer shall have the right to use such Provider Inventions; provided, however, that: (i) Customer shall use such Provider Inventions only for its own internal business purposes and (ii) Customer shall not disclose to, or use for the benefit of any other person any such Provider Inventions without Provider's prior written consent.

14.6 **Independent Contractors**. The Agreement does not create any agency, employment, partnership, joint venture, or other joint relationship. Customer and Provider are independent contractors. Neither party has any authority to bind the other.

14.7 **Severability**. If any provision of this Agreement is determined to be unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidation shall not render this Agreement unenforceable or invalid as a whole, and such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

14.8 **No Waiver**. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of the Agreement in accordance with their terms.

14.9 **Non-exclusivity**. Nothing in the Agreement will prevent or restrict either party from entering into agreements for the provision of products and services of the same or similar nature as those provided under the Agreement with any third party.

14.10 **Entire Agreement**. The Agreement, including all Quotes/SOWs and Compliance Documents, constitutes the entire understanding of the parties with respect to the subject matter thereof and will supersede all previous and contemporaneous communications, representations, or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties, or by any terms contained in any Customer purchase order, procurement portal, or other Customer-issued document.

14.11 **No Third Party Beneficiaries**. The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto.

14.12 **Survival.** The provisions of the Agreement that naturally would survive termination of the Agreement shall survive termination, including without limitation Article Two (Payment Terms), Article Seven (Confidentiality), Article Eight (Warranties; Limitation of Liability), Article Nine (Indemnification), Article Eleven (Governing Law and Dispute Resolution), and Sections 3.3, 3.4, 5.1, 5.3, 7.3, 12.2, 14.4, and 14.5.

14.13 Counterparts; Electronic Signatures. Any Quote/SOW or amendment to this Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures delivered by electronic signature service, PDF, or other electronic means are binding to the same extent as original signatures.