

## **General Terms and Conditions**

(Last revised: August 21, 2026)

These General Terms and Conditions (these “**Terms**”) set forth the terms and conditions for the sale of products and services by HARBOR IT, LLC and/or its affiliates (“**Service Provider**”), and you (“**Customer**”), as more particularly described in the Master Services Agreement between Service Provider (and/or its affiliates) and Customer (the “**MSA**”) and the SOWs and POs executed by Service Provider (and/or its affiliates) and Customer pursuant to the MSA.

These Terms constitute a binding contract between Customer and Service Provider. Customer accepts these Terms by making a purchase from, placing an order with, or otherwise requesting products from Service Provider or engaging Service Provider to perform or procure any Services. These Terms are subject to change without prior notice, except that the most recent version of the Terms in effect on Service Provider’s website as of the date of a SOW or PO shall govern such SOW or PO.

The MSA, these Terms, any supplemental addendums executed by Customer, as well as any additional Service-specific terms and conditions applicable to the Services purchased by Customer (as provided in the MSA and set forth on Service Provider’s website from time to time (*e.g.* cloud and VOIP services)) (“**Service Specific Terms**”) are collectively referred to herein as this “**Agreement**”.

### 1. **Applicability; Joinder of Affiliates.**

(a) **Applicability.** These Terms shall be deemed incorporated into the MSA and each SOW and PO, and each SOW and PO shall be subject to the terms of these Terms. These Terms, the MSA, any applicable Service Specific Terms, any supplemental addendums executed by Customer, the SOW(s), and PO(s) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW or the PO, these Terms shall govern, unless the SOW or PO expressly states that the terms and conditions of the applicable SOW or PO shall control. These Terms and the SOW shall prevail over any of Customer’s general terms and conditions or any terms and conditions included in any Customer purchase order, request for proposal, etc., regardless of whether or when Customer has submitted its request for proposal, purchase order, order, or such terms. Fulfillment of Customer’s order and/or provision of Services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms, the MSA or any SOW or PO.

(b) **No Minimum.** Nothing contained in these Terms alone shall constitute a commitment by Customer to purchase, or Service Provider to provide, Services. Such a commitment shall arise only from a SOW or PO signed by the Parties.

### 2. **Services; Hardware and Equipment.**

(a) Service Provider shall provide the services to Customer as described in each SOW (the “**Services**”) in accordance with this Agreement and the SOW(s).

(b) Customer acknowledges and agrees that Service Provider does not manufacture any hardware, equipment or other goods. In connection with the Services, Service Provider may order third party hardware, equipment, software, AI Solutions (defined below), and other goods (“**Third-Party Products**”) for Customer or lease Third-Party Products to Customer. Any Third-Party Products ordered or resold by Service Provider on behalf of or to Customer or leased by Service Provider to Customer shall be

pursuant to a PO, SOW, or leasing addendum executed by Service Provider and Customer. All POs and addendums are subject to this Agreement. Customer shall be solely responsible for the entire purchase price, all applicable shipping, delivery, and processing fees, and all applicable sales, use, VAT, and other taxes and tariffs charged with respect to any Third-Party Products purchased by or on behalf of Customer. Service Provider shall not be liable for any delivery delays with respect to Third Party Products. All tangible Third-Party Products shall be new unless otherwise expressly set forth in the applicable PO, SOW or addendum. All tangible Third-Party Products sold to Customer are shipped FOB Origin, and risk of loss passes to Customer at origin. Customer's use of all Third-Party Products constituting software, apps, etc. shall be subject to any restrictions in the applicable license or subscription agreement of such third party as in effect from time to time. Customer shall execute any third-party EULA or addendum required by Service Provider or such third-party in connection with such use.

(c) Customer shall not (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any Third-Party Products or any data related to the Third-Party Products (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); (ii) modify, translate, or create derivative works based on any Third-Party Products; (iii) share, rent, lease, lend, resell, sublicense, distribute, use or otherwise transfer any Third-Party Products for timesharing or service bureau purposes or for any purpose not explicitly permitted by this Agreement or the underlying license or other agreement with respect to such Third-Party Product; (iv) remove, replace, modify or obscure any trademarks, trade names, copyright notices or other proprietary marks or notices within the Third-Party Products; (v) use the Third-Party Products other than in accordance with this Agreement, any license agreement and/or other terms and conditions governing the Third-Party Products; or (vi) use the Third Party Products other than in compliance with all applicable laws, rules, and regulations.

(d) Service Provider shall comply with all laws, rules, and regulations applicable to Service Provider in connection with its performance of the Services. Service Provider will require Service Provider personnel to follow all lawful policies and procedures of Customer while performing Services under this Agreement on-site at Customer's location, provided Customer has notified Service Provider of such policies and procedures in advance and in writing.

3. Performance Dates. Service Provider shall use commercially reasonable efforts to meet any performance dates and milestone deadlines specified in the SOW, but any such dates shall be estimates only.

4. Customer's Obligations. Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement and the applicable SOW;

(c) provide such Customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects;

(d) where applicable, prepare Customer's site for performance of the Services by Service Provider;

(e) if Service Provider provides an update to any software included in connection with the Services, promptly install such update;

(f) obtain and maintain all necessary permits, licenses and consents and comply with all applicable federal, state and local laws and government regulations applicable to its business;

(g) ensure its employees and other users follow acceptable security practices and do not bypass or remove security controls; and

(h) any additional Customer obligations set forth in a SOW or PO.

5. Customer Representatives; File Access; Customer's Acts or Omissions; Artificial Intelligence.

(a) Customer shall appoint an "Authorized Point of Contact" or "Authorized POC" and a "Customer Senior Officer" under each SOW. Except as set forth below, Service Provider may rely on all decisions and instructions given to Service Provider by the named Authorized Point of Contact. Service Provider may require that any change to Customer's named Authorized Point of Contact be authorized by the written approval of the Customer Senior Officer and the then current Authorized Point of Contact; provided, however, if an Authorized Point of Contact is no longer employed by Customer, Service Provider may require the approval of the Customer Senior Officer and a second officer of Customer to change the named Authorized Point of Contact.

(b) Customer acknowledges that Service Provider, as an outside service provider, is not familiar with the contents of Customer's files and data nor with the job duties of Customer's employees, consultants, and other system users ("Customer Personnel"). Customer shall be solely responsible for monitoring the access rights and permissions granted to its Customer Personnel under any shared file repository or system (e.g. SharePoint) ("Shared File Access System"). Service Provider shall not be responsible for auditing or monitoring permissions and access rights of Customer Personnel authorized by Customer to access its system, and Customer shall be solely responsible for periodically reviewing all access rights and permissions with respect to Customer's systems, including any Shared File Access System. Service Provider shall not be obligated to add, modify, or remove access to any such Shared File Access System unless such request is made by the Authorized Point of Contact.

(c) If Service Provider's performance of its obligations under this Agreement or any SOW or PO is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement, the applicable SOW or PO or otherwise be liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

(d) In the event the Services or any Third-Party Products include or incorporate artificial intelligence (AI) products or services and/or any services of Service Provider related thereto or Customer is otherwise utilizing any form of AI in any way whatsoever, the provisions of the **Artificial Intelligence Addendum** attached to these Terms shall apply and Customer agrees to be bound by all of the terms thereof.

6. Changes to the Services. Except as otherwise set forth in this Agreement or a SOW or PO, all changes to the Services shall be evidenced by a written change order executed by Customer and Service Provider (a "**Change Order**"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing. Any changes to any PO for Third Party Products shall be in writing and shall be subject to the terms and conditions of sale imposed by the applicable seller, licensor, or manufacturer of such Third-Party Products. Notwithstanding the foregoing, Service Provider may, from time to time change the Services without the consent of Customer provided that such changes do not materially and adversely affect

the nature or scope of the Services as well as when changes are necessary due to changes or discontinuation of Third-Party Products. In addition, in the event Service Provider determines that changes to the Services are necessary or recommended to better serve the data security needs of Customer, Service Provider may notify Customer of such recommended changes and the corresponding change to the fees in writing (including by e-mail), and Service Provider may implement such changes to the Services without a Change Order unless Customer responds to Service Provider in writing (including e-mail) opting out of such proposed modifications to the Services within thirty (30) days.

7. Term and Termination; Effect of Termination. The term of the MSA and each SOW and PO shall be as provided in the MSA and applicable SOW and PO. In addition to the termination rights set forth in the MSA, Service Provider may terminate any SOW or PO (i) upon any breach of this Agreement or any SOW or PO by Customer which breach is not cured within 30 days of written notice from Service Provider or (ii) without cause upon 60 days' written notice to Customer. Termination of any SOW or PO shall not limit either Party from pursuing any other remedies available to it pursuant to this Agreement and such SOW or PO. Upon the expiration of any SOW (earlier termination if permitted under this Agreement), Customer will pay Service Provider for all Services performed and all sums due under any PO through the date of termination in accordance with this Agreement and such SOW. For the avoidance of doubt, Termination of any POs or other contracts for Third-Party Products shall be subject to the notice and termination provisions applicable to such Third-Party Products pursuant to any applicable agreement with such third parties, and, notwithstanding the termination of this Agreement or any SOW, Customer shall be responsible for all fees and charges due to such third parties for Third-Party Products (e.g. restocking fees, shipping, early termination fees, etc.). As described in Section 12(e) below, all Customer files, information, data, and backups are possessed by and performed by third-party services providers. **In the event of termination of this Agreement or any SOW/PO, it is Customer's responsibility to obtain such files, information, data, and backups from the applicable service provider.**

8. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees and charges set forth in the SOW and PO, as applicable. Fees for Services may increase as set forth in the SOW; provided, that Customer agrees that, unless otherwise expressly provided in the SOW, the fees and charges for the Services shall be subject to annual increases by a percentage equal to the CPI (as hereinafter defined) for the month in which the date that is 60 days prior to the annual renewal date of the applicable SOW plus five percent (5%). As used in these Terms, "CPI" means the following Consumer Price Index: the United States City Average All Items for All Urban Consumers (CPI-U, 1982-84=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Service Provider shall be used for making such computations. Service Provider shall provide Customer with notice of any annual increases to the fees and charges for the Services via email at least 30 days prior to the date such increase will go into effect.

(b) Without limiting the foregoing, Customer shall be solely responsible for, and shall pay, (i) all subscription, usage, and consumption charges imposed by the providers of any Third-Party Products, and (ii) any other pass-through fees and charges (and increases thereto) imposed by the providers of Third-Party Products (in each case including, without limitation and for the avoidance of doubt, where Customer purchases or licenses such Third-Party Products through Service Provider). All price increases imposed by the providers of Third-Party Products shall be the responsibility of and paid by Customer and Service Provider may increase the fees due to Service Provider under the applicable SOW or PO without a Change Order or other consent of Customer.

(c) Customer acknowledges and agrees that where the fees for Services are based on the number of users, endpoints, firewalls, servers, environments, offices, and/or other usage basis, Customer shall be responsible for paying Service Provider for all such usage. Customer agrees that, notwithstanding anything to the contrary in this Agreement, Service Provider may implement monthly pricing and fee adjustments to reflect the increased usage by Customer, and Customer shall pay all such additional fees and charges, both with respect to excess usage in a prior month and increased usage on a going forward basis and each applicable SOW shall be deemed amended accordingly.

(d) Service Provider may invoice for fees associated with onboarding services on the earlier of (i) the completion of the onboarding services or (ii) the first day of the month following execution of the applicable SOW or PO, even if onboarding services are not yet complete. Recurring fees for managed services shall commence on the date set forth in the applicable SOW or PO. Customer acknowledges and agrees that onboarding fees are due and payable in accordance with the payment terms set forth herein, regardless of whether the recurring Services are fully functional. Service Provider may invoice for equipment, licensing or other product purchases when it is ordered.

(e) Customer agrees to reimburse Service Provider for travel expenses (including transportation costs, meals and lodging), and other out of pocket and third-party expenses reasonably incurred in connection with the performance of the Services.

(f) Customer shall pay all invoiced amounts due to Service Provider within 21 days from the date of Service Provider's invoice at the address designated on the applicable invoice. All fees shall be invoiced and be payable in advance. Customer must raise any objection to the invoice in writing to Service Provider, before the payment due date or the objection is waived. Customer shall make all payments hereunder in US dollars.

(g) In the event payments are not received by Service Provider within 21 days after becoming due, Service Provider may, in addition to any other rights and remedies of Service Provider: charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and suspend the delivery of any Third Party Products and/or performance of any Services and stop Third Party Products in transit if Customer fails to pay any amounts when due hereunder and such failure continues for 3 days following written notice thereof.

(h) Customer shall be responsible for and reimburse Service Provider for all costs incurred in collecting any and all late payments from Customer, including, without limitation, attorneys' fees, in addition to all other remedies available under these Terms or at law (which Service Provider does not waive by the exercise of any rights hereunder) that Service Provider shall be entitled to.

(i) Service Provider may require prepayment, a deposit, or a replenishing prepaid balance with respect to any usage-based or consumption-based Services or Third-Party Products, including AI Solutions, as may be more particularly set forth in a SOW, and may apply such amounts against charges as incurred. Service Provider may invoice consumption-based charges more frequently than monthly and may suspend the applicable Services without liability if a prepaid balance is exhausted or a deposit is not maintained.

9. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, tariffs, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer this Agreement, any SOW, and/or any PO.

10. Intellectual Property.

(a) Except for any Confidential Information (as defined below) of Customer, all intellectual property rights, including copyrights, patents, patent disclosures, software, source code, object code, dash boards, applications, methodologies, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, software, dash boards, applications, work product, and other materials that are delivered or licensed to Customer under this Agreement or any SOW or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in a SOW (collectively, the “**Deliverables**”) shall be owned by Service Provider. Service Provider hereby grants Customer a limited license to use the Intellectual Property Rights incorporated into the Deliverables free of additional charge during the term of the applicable SOW and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, and royalty-free basis solely to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

(b) Customer shall not (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any Service Provider software, applications, or dashboards licensed to Customer (“**Service Provider Products**”) or any data related to the Service Provider Products (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); (ii) modify, translate, or create derivative works based on any Service Provider Products; (iii) share, rent, lease, lend, resell, sublicense, distribute, use or otherwise transfer any Service Provider Products; (iv) remove, replace, modify or obscure any trademarks, trade names, copyright notices or other proprietary marks or notices within the Service Provider Products; (v) use the Service Provider Products other than in accordance with this Agreement; (vi) use the Service Provider Products other than in compliance with all applicable laws, rules, and regulations.

11. Confidentiality.

(a) In connection with this Agreement, each Party (the “**Disclosing Party**”) may disclose or make available Confidential Information to the other Party (the “**Receiving Party**”). “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, source code, software, methodologies, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as “confidential”; provided, however, Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party by Disclosing Party; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ non-compliance with this Section; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information, as documented by contemporaneous written records. The Confidential Information of a Disclosing Party remains the exclusive property of Disclosing Party.

(b) A Receiving Party shall (i) not disclose Receiving Party's Confidential Information other than to its employees, officers, directors, Third-Party product suppliers, subcontractors, consultants, and legal advisors (“**Representatives**”) who: (A) need to know such Confidential Information for purposes of

the Receiving Party's performance of its obligations under and in accordance with this Agreement; and (B) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; (ii) not use Disclosing Party's Confidential Information for any purpose whatsoever except as expressly permitted by this Agreement in connection with the Services; and (iii) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section. Without limiting the foregoing, Customer will use particular care to ensure that the Confidential Information of Service Provider does not become known to those who are engaged in activities competitive with those of Service Provider.

(c) If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information of the Disclosing Party then, to the extent permitted by applicable law, the Receiving Party shall promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy. If the Receiving Party remains required by applicable law to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall disclose only that portion of the Confidential Information of the Disclosing Party that the Receiving Party is legally required to disclose.

(d) Service Provider and Customer acknowledge and agree that any unauthorized use or disclosure of a Party's Confidential Information by the other Party or the other Party's Representatives would cause irreparable harm, and therefore, in addition to any other remedy available in law, each Party shall be entitled to immediate injunctive relief, without showing any actual damages sustained, to prevent such disclosure or unauthorized use or threatened disclosure or unauthorized use. Nothing herein contained shall be construed to prohibit a Party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

## 12. Warranties.

(a) Subject to the limitations and exceptions set forth in these Terms, Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner. Such warranty shall survive for a period of 90 days following completion of the applicable Services. Notwithstanding the foregoing, during the onboarding process as well as during the initial rollout and calibration period of any cybersecurity monitoring services, Customer acknowledges that the Services will not be fully functional during such periods.

(b) Service Provider shall not be liable for a breach of the warranty set forth in in paragraph (a) of this Section unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within 15 days of the time when Customer discovers or ought to have discovered that the Services were defective and prior to the expiration of the warranty period set forth in paragraph (a) of this Section.

(c) Subject to paragraph (b) of this Section, Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) THE REMEDIES SET FORTH IN PARAGRAPH (C) OF THIS SECTION SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH(A) OF THIS SECTION AND/OR ANY ADDITIONAL WARRANTY THAT MAY BE EXPRESSLY SET FORTH IN ANY SOW OR PO.

(e) In the event the Services include backups of Customer information and files, Customer acknowledges and agrees that Service Provider uses third-party software systems for all backups and that the data from backups is stored on third-party servers that are not operated or controlled by Service Provider. Service Provider generally sets backups to occur once per day and retention of backups is defaulted to 24 days. Service Provider is not responsible for operational or security failures of third-party software or storage systems. Customer shall look solely to the third-party manufacturer or service provider for all redress due to the failure of any third-party product or service. Other examples include, without limitation, failure of computer hardware to operate as intended, or failure of anti-virus or internet security service to adequately protect Customer's data or connections.

(f) For the avoidance of doubt, the warranty set forth in paragraph (a) of this Section applies solely to the manner in which Service Provider performs the Services and is not a warranty that any AI Solution, Deliverable, Output, or Third-Party Product will achieve any particular result, accuracy rate, cost, performance level, or business outcome, or will be secure, uninterrupted, or free of defects, vulnerabilities, or errors. All AI Solutions and Output are provided AS IS and AS AVAILABLE.

13. Disclaimer of Warranties.

**EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) ANY WARRANTY THAT ANY SOFTWARE OR DOCUMENTATION WILL OPERATE WITHOUT INTERRUPTION; OR (E) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF THE FOREGOING BEING EXPRESSLY DISCLAIMED.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY SOW OR PO, SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO UN-MANAGED OR NON-COMPLIANT BYOD DEVICES OR WITH RESPECT TO THE SECURITY OF ANY SYSTEM, NETWORK, OR CLOUD ENVIRONMENT ACCESSED VIA AN UN-MANAGED OR NON-COMPLIANT BYOD DEVICE.**

**SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THIRD-PARTY PRODUCTS SHALL BE THE WARRANTY, IF ANY, PROVIDED BY THE MANUFACTURER, LICENSOR, OR DEVELOPER OF SUCH THIRD-PARTY PRODUCTS. CUSTOMER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF SALE OR LICENSE, AS APPLICABLE, IMPOSED BY THE MANUFACTURER OR DEVELOPER OF ALL THIRD-PARTY PRODUCTS. CUSTOMER ACKNOWLEDGES THAT SUCH WARRANTY MAY BE LIMITED AND/OR CAPPED.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY SOW OR PO, SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AI SOLUTION, ANY AI RELATED SERVICES PROVIDED BY SERVICE PROVIDER, OR ANY OUTPUT, INCLUDING WITH RESPECT TO ACCURACY, COMPLETENESS, RELIABILITY, CONSISTENCY, REPRODUCIBILITY, SECURITY, AVAILABILITY, CONSUMPTION OR COST, ABSENCE OF BIAS, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY LAW, ALL OF WHICH ARE PROVIDED AS IS AND AS AVAILABLE. CUSTOMER ASSUMES ALL RISK ARISING FROM ITS USE OF, AND ANY RELIANCE ON, ANY AI SOLUTION OR OUTPUT.**

14. Limitation of Liability.

(a) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT; LOSS OF DATA; DIMINUTION IN VALUE; LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD PARTY MATERIALS; CORRUPTED, MISAPPROPRIATED, OR MISDIRECTED DATA; NETWORK DOWNTIME; REPLACEMENT PROCUREMENT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (I) TWO TIMES THE AGGREGATE AMOUNTS PAID TO SERVICE PROVIDER FOR THE SERVICES PURSUANT TO THE APPLICABLE SOW GIVING RISE TO THE CLAIM, AND (II) THE TOTAL AMOUNTS PAID TO SERVICE PROVIDER FOR THE SERVICES UNDER THE SOW GIVING RISE TO THE CLAIM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THAT A CLAIM OR CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

15. Data Breaches. Customer acknowledges and agrees that the Services are being provided in an industry that is ever-changing and high-risk in nature as the result of highly sophisticated third-parties (including but not limited to third-parties who are commonly known as "hackers") actively attempting to penetrate servers and IT systems such as those of Customer, with the goal of disrupting Customer's business, obtaining Customer's confidential or proprietary information, obtaining unauthorized access to Customer's data, deleting Customer's files and other information, attempting to extort payment after freezing or otherwise denying Customer access to its electronic files, and other similarly destructive acts (collectively, "**Security Breaches**"). Customer understands that in the event of a Security Breach, it is possible that Customer may lose access to its computer systems and/or servers. The Parties agree that any such loss of access is a loss of data or access, not property damage. Based on the foregoing, Service Provider expressly disclaims any liability for losses arising out of a Security Breach, and Customer acknowledges and agrees that Customer is solely liable and responsible for any and all losses that may arise as a result of a Security Breach, or other event resulting in the unauthorized access to protected data, including, but not limited to

any special, indirect, incidental, consequential, punitive, or exemplary damages, unless such Security Breach was caused solely by the gross negligence or willful misconduct of Service Provider. Should Client become aware of a Security Breach or other incident resulting in the unauthorized access to protected data, Customer will inform Service Provider of the breach as soon as practicable, but no later than 3 business days after discovery so that Service Provider can take any steps necessary and appropriate. Unless otherwise expressly included in the Services, Customer is solely responsible for maintaining and following prudent data backup and data privacy protocols and precautions, which may include the procurement of Errors and Omissions Insurance to cover any losses from a Security Breach. Unless otherwise expressly included in a SOW, incident response and remediation following a Security Breach is not included in the Services (regardless of the level of managed services provided to Customer) and will be billed on a time and materials basis (with Customer approval required).

16. Indemnification. Customer shall indemnify, defend, and hold harmless Service Provider, its affiliates, agents, managers, directors, principals, officers, contractors and employees from and against any all claims, costs, expenses (including reasonable attorneys' fees), and other liabilities arising out of or relating to: (i) all lawsuits and claims or any other proceedings brought by Service Provider or a third party, arising from any breach of this Agreement by Customer or any act or omission of Customer; and/or (ii) all lawsuits, claims, proceedings, investigations, fines, penalties, and assessments arising from or relating to Customer's or Customer Personnel's use of, or reliance on, any AI Solution, AI Services, or Output, including any claim of algorithmic discrimination, unfair or deceptive trade practice, privacy or data protection violation, intellectual property infringement, or violation of any law governing artificial intelligence or automated decision-making technology. The obligations of Customer as set forth in the section shall survive termination of this Agreement and/or any SOW or PO.

17. Independent Contractor. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Service Provider and Customer shall be solely responsible for payment of all compensation owed to their respective employees, including all applicable federal, state, and local employment taxes.

18. Non-Solicitation. To the fullest extent permitted by applicable law, during the term of the MSA and for a period of 12 months after termination or expiration of the last SOW in effect under the MSA, Customer shall not, and shall not assist any other person or entity to, whether directly or indirectly, (a) recruit or solicit (other than by general advertisement not directed specifically to any person or posted for the purposes of avoidance of its obligations under this Section) for employment or engagement as an independent contractor any person employed or engaged by Service Provider or encourage such person to terminate his or her employment or engagement with Service Provider, or (b) where such restriction is permitted by applicable law, hire, employ or engage any person employed or engaged by Service Provider or any person who was employed or engaged by Service Provider or its affiliates within six (6) months prior to such person's engagement by Customer. If Customer or one of its affiliates breaches this Section, Customer agrees to pay to Service Provider, within 30 days of demand, an amount equal to the person's annual compensation at Service Provider at the time of his or her departure from Service Provider. The Parties agree that (a) at the time this Agreement is entered into, the anticipated damages in case of breach of this Section are difficult to ascertain; (b) the Parties mutually intend to liquidate them in advance; and (c) the amount of liquidated damages, when viewed as of the time this Agreement is made, is a reasonable estimate of the potential actual damages the breach would cause.

19. Non-Disparagement. Service Provider and Customer hereby agree that neither Party shall disparage or comment negatively, directly nor indirectly, about the other Party, its officers and management, and/or current or former employees and/or contractors. Disparagement shall be defined as any disparaging

remarks, comments or statements that impugn the character, honesty, integrity, morality or business acumen or abilities in connection with any aspect of the operation a Party's business.

20. Insurance. Customer shall, at its own expense, procure and maintain during the term of the MSA (a) cyber liability and technology errors and omissions insurance with limits of not less than \$1,000,000 per claim and in the aggregate, covering data breach, network security, privacy liability, regulatory defense, and business interruption, and (b) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence. Customer shall cause each policy described in this Section to include a waiver of subrogation in favor of Service Provider. Customer shall furnish certificates of insurance upon request. Customer's insurance shall be primary and non-contributory with respect to any claim arising from a Security Breach and/or arising from or relating to Customer's systems, data, personnel, or use of any AI Solution. Customer's failure to procure or maintain such insurance shall not limit any of Customer's obligations or Service Provider's rights or remedies under this Agreement.

21. Governing Law; Dispute Resolution.

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to principles of conflict of law thereof that would require the application of the law of any other state.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER AND CUSTOMER BOTH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SOW OR ANY PO.

(c) Any dispute, controversy, or claim arising out of or related to this Agreement (including the arbitrability of the Dispute) or the interpretation, application, breach, termination, or validity thereof ("**Dispute**") shall be resolved by binding arbitration administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)) before a single arbitrator (the "**Arbitrator**") pursuant to the Streamlined Arbitration Rules and Procedures of JAMS then in effect (the "**JAMS Rules**"), except where the JAMS Rules conflict with this paragraph (c), in which case this paragraph (c) shall control. Either Party may commence arbitration pursuant to this paragraph (c) by written notice to the other Party. The arbitration shall be conducted in New York, New York. The Arbitrator shall be jointly selected by the Parties; provided, however, that if the Parties are unable to jointly select an arbitrator within twenty (20) days after commencement of the arbitration, then the Arbitrator shall be appointed by JAMS in accordance with the JAMS Rules. The Arbitrator shall conduct the arbitration as expeditiously as possible and issue a decision not later than one hundred twenty (120) days after the Arbitrator has been appointed. The Parties are entitled to apply for and receive equitable relief from the Arbitrator, including, without limitation, injunctions and orders of specific performance. Additionally, the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement. The award of the Arbitrator shall be final and binding on both Parties and may be entered as a judgment, under seal, and enforced in any appropriate jurisdiction. All proceedings pursuant to this paragraph shall be confidential, and the Parties will execute any commercially reasonable document prepared by or approved by the Arbitrator ensuring the confidentiality of the Dispute and proceedings. Notwithstanding the foregoing, Service Provider may, at its option, commence proceedings against Customer to collect any sum due from Customer to Service Provider under this Agreement or any SOW or PO in any court of competent jurisdiction.

(d) No action or claim regarding the Services or Deliverables, other than with respect to payments due to Service Provider hereunder, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under the applicable SOW, or (b)

the claimant party's knowledge of the event giving rise to such cause of action.

22. Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and addressed to a Party at its address set forth on the signature page to the MSA (or to such other address or such other person that such Party may designate from time to time in accordance with this Section). Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand; (b) when received, if sent by a nationally recognized overnight courier; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement or any SOW or PO, for any failure or delay in fulfilling or performing any term of this Agreement or SOW or PO (except for any obligations of Customer to make payments to Service Provider), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, hurricane, tornado, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

24. Waiver. No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Advertising and Publicity. Neither Service Provider nor Customer shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or any SOW or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, services marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

26. Assignment. Except as otherwise set forth in the MSA, Customer may not assign this Agreement or any SOW or PO without the prior written consent of Service Provider. Notwithstanding the foregoing, Customer may assign the MSA and any SOW or PO thereunder without consent of Service Provider: (i) to any successor entity in connection with a merger, consolidation or other reorganization of Customer, or (ii) to any purchaser of all or substantially all of Customer's assets or equity interests; provided that such assignee assumes all obligations of Customer in writing. Customer shall provide notice to Service Provider upon any assignment permitted under this Section. Service Provider may subcontract its obligations under this Agreement and any SOW or PO.

27. Miscellaneous. The headings in this Agreement are for reference only and shall not affect the

interpretation of this Agreement. If any provision of this Agreement, any SOW, or any PO is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement, SOW, or PO or invalidate or render unenforceable such term or provision in any other jurisdiction. The provisions of this Agreement, which by their terms or their nature are intended to survive the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement, including, but not limited to, the following provisions: Intellectual Property, Confidentiality, Governing Law, Non-Solicitation, Non-Disparagement, and Governing Law; Dispute Resolution.

## ARTIFICIAL INTELLIGENCE ADDENDUM

(a) **AI Services.** In the event the Services include the selection, procurement, resale, license, recommendation, configuration, integration, development, deployment, tuning, hosting, monitoring, or management of any artificial intelligence, machine learning, large language model, generative, or agentic system, or of any application, workflow, agent, automation, script, dashboard, integration, or other deliverable (an “AI Deliverable”) that incorporates, invokes, or interfaces with any such system (collectively, the “AI Services”, and each such system, an “AI Solution”), Customer acknowledges and agrees that such AI Solutions (i) are Third-Party Products, even when utilized through a “dashboard” or similar mechanism developed, configured, or implemented by Service Provider, and (ii) when integrated into Customer’s systems and/or utilized by Customer Personnel, may be granted or obtain access to Customer’s files and data, systems, credentials, and other resources and could have unknown interactions with Customer’s systems and IT environment due to the very nature of AI. Customer shall be solely responsible for information uploaded into, or otherwise made accessible to, any AI Solution by Customer Personnel, for monitoring and regularly auditing all access rights and permissions in connection with any AI Solution, and for establishing and enforcing its own internal policies and procedures with respect to use of AI Solutions by Customer Personnel. Service Provider makes no representation or warranty whatsoever with respect to any use of an AI Solution by Customer and Customer Personnel or with respect to any analysis, results, advice, recommendation, code, content, or other output generated by any AI Solution (“Output”), including any warranty of accuracy, completeness, currency, reliability, consistency, reproducibility, fitness for a particular purpose, non-infringement, or freedom from error or bias.

(b) **No Reliance; Human Review.** Customer acknowledges that AI Solutions are probabilistic and non-deterministic, that identical or similar inputs may produce different Output, that Output may be inaccurate, incomplete, misleading, or wholly fabricated, and that the behavior, quality, and cost of any AI Solution may change without notice as a result of model updates, version changes, deprecations, or other changes made by the provider of the AI Solution. Customer shall independently review, validate, and verify all Output before any use of or reliance on such Output, and shall maintain meaningful human review of all Output used in any business process. Customer shall not use, and shall not permit Customer Personnel to use, any Output as the sole basis for any decision or action affecting any person. No Output constitutes legal, tax, accounting, financial, medical, engineering, or other professional advice, and neither Service Provider nor any AI Solution provides such advice. Any demonstration, pilot, proof of concept, or sample Output is provided for illustration only and is not a representation of results that will be achieved in production.

(c) **Prohibited and High-Risk Uses.** Unless expressly authorized in a SOW or in a separate written addendum executed by Service Provider and Customer, Customer shall not, and shall not permit Customer Personnel to, use any AI Solution, AI Deliverable incorporating an AI Solution, or Output: (i) to make, inform, or materially influence any consequential decision regarding employment, lending or credit, housing, insurance, education, healthcare, legal services, essential goods or services, or access to government services, or any other decision subject to any law governing artificial intelligence, automated decision-making technology, or algorithmic discrimination; (ii) in any application in which failure, error, or unavailability could reasonably be expected to result in death, personal injury, or severe property or environmental damage; (iii) to process protected health information, cardholder data, controlled unclassified information, export-controlled technical data, biometric identifiers, personal information of minors, or other data subject to sector-specific regulation; or (iv) in any manner that violates the terms of service, acceptable use policy, or usage policy of the applicable AI Solution provider. As between the Parties, Customer is the deployer and the controller of each AI Solution used in Customer’s business and is solely responsible for all notices, disclosures, consents, human review procedures, appeal rights, impact assessments, recordkeeping, and other compliance obligations arising from Customer’s use of any AI Solution or Output.

(d) Consumption Charges; Runaway Usage. Customer acknowledges that AI Solutions are billed on a consumption, token, request, compute, seat, or similar usage basis, that such charges are imposed by the provider of the AI Solution, that usage and the resulting charges can vary materially and unpredictably, and that automated, recursive, agentic, scheduled, or high-volume processes can generate substantial charges in a very short period of time. Customer shall be solely responsible for, and shall pay, all consumption, usage, token, compute, API, inference, storage, egress, overage, and subscription charges attributable to any AI Solution used by, for, or on behalf of Customer, regardless of cause (other than Service Provider's gross negligence or willful misconduct), including charges arising from or relating to: (i) the design, configuration, or misconfiguration of any AI Solution, AI Deliverable, agent, script, or integration; (ii) any defect, error, loop, retry, runaway process, or other unintended behavior in any AI Solution, AI Deliverable, agent, script, or integration; (iii) use, misuse, excessive use, or unauthorized use by Customer Personnel or any third party; (iv) prompt injection, credential compromise, or other malicious activity; or (v) any change in price, rate, model, or billing methodology imposed by the provider of the AI Solution. Customer is solely responsible for establishing, configuring, and monitoring its own budgets, spending limits, rate limits, quotas, and alerts with the applicable provider. Service Provider has no obligation to monitor, cap, alert on, or otherwise control Customer's consumption or spend unless expressly set forth in a SOW, and any such obligation shall be limited to the specific thresholds and notification methods stated in that SOW and shall not constitute a guarantee, cap, or estimate of charges. Any estimate of consumption or cost provided by Service Provider is an estimate only and is not binding. Where an AI Solution is procured under an account held by Service Provider, Service Provider may require prepayment, a deposit, or a replenishing balance, may invoice consumption charges at any frequency, and may suspend, throttle, or disable Customer's access to the AI Solution immediately and without notice or liability if consumption exceeds any threshold established by Service Provider or if any amount is unpaid. Customer shall reimburse Service Provider for all consumption charges incurred by Service Provider on Customer's behalf within 10 days of invoice, and Customer's payment and reimbursement obligations under this paragraph are not subject to any limitation of liability set forth in this Agreement.

(e) Security; Vulnerabilities; Acceptance. Customer acknowledges that no software, application, integration, or configuration is free of defects or security vulnerabilities, and that AI Solutions introduce attack surfaces that are novel, evolving, and not fully understood, including prompt injection and indirect prompt injection, jailbreak and guardrail evasion, model manipulation, training and retrieval data poisoning, insecure tool or plug-in invocation, excessive agency, credential and token leakage, and unintended disclosure of information through Output. Service Provider does not warrant that any AI Solution, AI Deliverable, integration, or Service will be secure, uninterrupted, or error free, or that any vulnerability will be detected, prevented, disclosed, or remediated. Customer is responsible for conducting, at its own expense, such security review, vulnerability scanning, penetration testing, code review, and user acceptance testing as Customer deems appropriate before placing any Deliverable into production use, and Customer's placement of a AI Deliverable into production use, or Customer's failure to deliver written notice of a material defect within 15 days after delivery, shall constitute acceptance of such AI Deliverable.

(f) Agentic and Autonomous Functions. Where an AI Solution or AI Deliverable is capable of taking autonomous or semi-autonomous action, including sending communications, executing transactions, creating, modifying, or deleting data, provisioning or modifying access, or invoking other systems ("Agentic Functions"), Customer shall approve in writing the scope of permissions, credentials, and system access granted to such Agentic Functions and shall be solely responsible for those permissions and for implementing approval gates, transaction limits, logging, and reversibility controls appropriate to its business. Customer's obligations under Section 5(b) of these Terms with respect to access rights and permissions apply equally to service accounts, API keys, tokens, and other non-human identities used by or on behalf of any AI Solution. Service Provider shall not be liable for any action taken or omitted by an Agentic Function or for any resulting loss, cost, disclosure, corruption, deletion, or transaction.

(g) AI Solution Providers. Customer represents and warrants that it has all rights, licenses, notices, and consents necessary for Customer data to be input into, transmitted to, processed by, and retained by AI Solution providers. Customer, and not Service Provider, is responsible for entering into any business associate agreement, data processing addendum, standard contractual clauses, or similar agreement with any AI Solution provider. Service Provider makes no representation or warranty regarding whether any AI Solution provider retains, logs, reviews, discloses, or uses Customer data for model training, evaluation, or improvement, and Customer is solely responsible for reviewing each such provider's terms and conditions, and use of an AI Solution shall be deemed acceptance of all such terms and conditions. Customer shall not input into any AI Solution any data that Customer is not permitted to disclose to the applicable provider.

(h) Output; Intellectual Property; No Exclusivity. Customer acknowledges that (i) the ownership and protectability of Output under copyright and other intellectual property laws is unsettled and Output may not be eligible for protection, (ii) other users of the same AI Solution may receive output that is identical or substantially similar to Customer's Output, and (iii) Output may incorporate or resemble third-party materials, including open source software subject to license conditions. Service Provider makes no representation or warranty that any Output, or any AI Deliverable incorporating Output, is original, protectable, exclusive to Customer, or free of third-party rights. Notwithstanding anything to the contrary in the Intellectual Property Section of these Terms, Service Provider's ownership of any AI Deliverable that incorporates Output extends only to such rights, if any, as arise by operation of law, and prompts, prompt templates, system instructions, evaluation sets, agent designs, workflows, configurations, and methodologies developed by Service Provider are Deliverables and Confidential Information of Service Provider. Service Provider shall have no obligation to indemnify, defend, or hold harmless Customer with respect to any claim arising from or relating to any Output, any AI Solution, any Third-Party Product, any open source component, or any materials, data, prompts, specifications, or instructions provided or directed by Customer.

(i) Provider Changes; Substitution; Suspension. AI Solutions, and their underlying models, versions, capabilities, pricing, availability, and terms, are controlled by third parties and may be changed, degraded, deprecated, restricted, suspended, or discontinued at any time, including as a result of export controls, government action, or the provider's own policies. Service Provider may substitute a comparable model, version, or provider without the consent of Customer, and Service Provider shall not be liable for any interruption, change in Output, loss of functionality, or cost of migration, rework, or retraining arising from any such change. Any rework requested by Customer shall be performed on a time and materials basis. Service Provider may suspend or disable any AI Service or AI Solution immediately and without liability if Service Provider reasonably believes that (i) continued operation presents a security, legal, or regulatory risk, (ii) Customer or Customer Personnel have violated this Section or the terms of any AI Solution provider, (iii) consumption is anomalous or exceeds expected levels, or (iv) the AI Solution provider requires or requests suspension.