

Services Terms and Conditions

These terms and conditions (“Terms”) govern the acquisition and use of InterWorks Services by a Customer. InterWorks must agree to any addition or change to these terms and conditions in a signed writing; any terms included in a Customer purchase order or similar document shall not apply to or modify these Terms.

1. Definitions. (a) “Customer” means an individual, a company or other legal entity, or an affiliate of such company or legal entity, on whose behalf these Terms have been accepted by execution of an Ordering Document; (b) “InterWorks” means the company identified in Section 10 below; (c) “Ordering Document” means the order form or quote specifying the Services to be provided hereunder that has been entered into between Customer and InterWorks; (d) “Services” means the InterWorks services that are requested by a Customer in an Ordering Document, or which are provided to Customer by InterWorks free of charge or on a trial basis, but Services does not include any third-party software or service that may be resold by InterWorks.

2. Services.

a. General. Services will be delivered by InterWorks as described in the Ordering Document and any applicable service descriptions. InterWorks does not guarantee a specific deliverable or result for any Services. Quoted time frames are estimates only; if additional hours are needed, InterWorks will provide as much notice as reasonably possible and work with Customer to determine an acceptable schedule. InterWorks will not bill for more than the estimated hours without Customer’s consent. Customer agrees to pay for all reasonable and necessary expenses billed in accordance with InterWorks’ then-current Travel and Expense Policy.

3. Billing. Services fees and expenses will be billed as noted on the Ordering Document. If Customer chooses to pre-pay for any Services, Customer must schedule the Services to be completed within one year of the pre-payment, or any pre-paid fees will be deemed earned by InterWorks and will not be refunded. Except as otherwise set forth on the Ordering Document, terms of payment are net 30 days from invoice date, and prices do not include any sales, use, value added taxes or other similar charges, payment of which will be solely Customer’s responsibility. Failure to timely pay invoices may accrue interest at a rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and may also result in a suspension of Services. InterWorks will invoice Customer for any applicable sales, use, or value added taxes as required by the applicable jurisdiction, and Customer will pay that amount unless Customer provides a valid tax exemption certificate. If provide a resale or tax exemption certificate that is not accepted or invalid for any reason by any governmental or regulatory authority and InterWorks is required to pay tax on Customer’s purchase, Customer will reimburse InterWorks for the amount of such tax, and InterWorks’ reasonable expenses incurred in connection with the payment and collection of such tax.

4. Scheduling. The Services will be scheduled by mutual agreement of the parties upon receipt by InterWorks of an executed Ordering Document, along with any necessary billing authorizations (e.g., a purchase order) as required by Customer's accounts payable policies. InterWorks reserves the right to impose a reasonable rescheduling fee on engagements that are rescheduled or cancelled within five business days of the scheduled start date. Customer agrees to pay such fees in addition to the fees and expenses due for Services rendered hereunder.

5. Confidential Information. Each party will hold Confidential Information in strict confidence, only use it in relation to the Services, and not disclose it to others. Each party will take all action reasonably necessary to protect the Confidential Information including at least any efforts each party uses to protect its own most sensitive information. Each party will only disclose Confidential Information to its personnel as needed in relation to the Services, and such personnel will be bound by written restrictions at least as protective of the Confidential Information as this Agreement. "Confidential Information" means any information regarding a party that such party considers confidential and regularly protects from public disclosure and has been identified as confidential or would be understood as confidential by a reasonable person under the circumstances. Confidential Information will not include information that was previously known to the receiving party, becomes public through no fault of the receiving party, or that the disclosing party regularly gives to third parties without any confidentiality restriction.

6. Intellectual Property. "Service-Related IP" means all proprietary intellectual property, designs, processes, techniques, concepts or other work we create for Customer in connection with performing the Services, whether they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection worldwide. All Service-Related IP will be Customer's sole and exclusive property and will be considered works made for hire. "InterWorks IP" means any intellectual property, designs, processes, techniques, concepts or other work we have developed prior to or independently of the Services. All InterWorks IP will remain the sole and exclusive property of InterWorks. Additionally, we will be free to use our general skills, know-how, and expertise, whether pre-existing or gained under this Agreement, in engagements with other clients if we acquire and apply such information without disclosure of any of Customer's Confidential Information. If any InterWorks IP is incorporated into the Services, InterWorks hereby grants Customer a perpetual, irrevocable, world-wide, non-exclusive license to use, reproduce, display and otherwise fully exploit the InterWorks IP incorporated into the Services as necessary to use the Services for the purposes for which Customer intends.

7. Privacy and Data Security. (a) These Terms incorporate the InterWorks Data Processing Addendum ("DPA"), when the GDPR applies to your use of the Services (as

defined in the DPA). (b) These Terms incorporate the Standard Contractual Clauses between controllers and processors (“Controller-to-Processor Clauses”) and the Standard Contractual Clauses between processors (“Processor-to-Processor Clauses”) approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the “SCCs”). The SCCs will only apply when: (i) the GDPR applies to your use of the Services; and (ii) Customer data is transferred either directly or via onward transfer, to a country outside of the European Economic Area not recognized by the European Commission as providing an adequate level of protection for personal data subject to GDPR (together a “Data Transfer”). When Customer is a controller (as defined in the GDPR), the Controller-to-Processor Clauses will apply to a Data Transfer. When Customer is a processor (as defined in the GDPR), the Processor-to-Processor Clauses will apply to a Data Transfer.

8. Warranties. InterWorks represents and warrants to Customer that (a) it is under no contractual or other restriction or obligation that will prevent us from performing the Services; (b) it will perform the Services in a professional and workmanlike manner, in accordance with customary standards for our industry; (c) the Services will not infringe upon or otherwise violate any third party’s intellectual property rights. Customer represents and warrants to InterWorks that Customer (x) has all requisite power and authority to execute, deliver and perform Customer’s obligations hereunder; (y) has the financial resources and stability to pay for the Services; (z) will provide timely cooperation, willingness, responsiveness and access to necessary personnel and systems as required for InterWorks to provide the Services. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND INTERWORKS HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT ALLOWED BY LAW.

9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER NON-DIRECT DAMAGES OR LOST PROFITS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED IN ADVANCE OF THEIR POSSIBILITY. EACH PARTY’S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM, INTERWORKS’ ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100.

10. Termination. Either party may terminate their agreement if the other party materially breaches these Terms or any Ordering Document and fails to cure the breach within 30 days after written notice.

a. Survival. The provisions of 5-7 survive the termination or expiration of these Terms.

11. Independent Contractor. InterWorks is an independent contractor and is not an agent or employee of, and has no authority to bind, Customer by contract or otherwise. We will determine, in our sole discretion, the manner and means by which the Services are accomplished.

12. Contracting Entity, Notices, and Governing Law. The InterWorks entity entering into these Terms, the address to which Customer should direct notices under these Terms, and the law that will apply in any dispute or lawsuit arising out of or in connection with these Terms, depend on where Customer is domiciled. In addition to the delivery of any notice related to these Terms to the applicable address noted below, all such notices shall be copied via email to legal@interworks.com.

- For Customers domiciled in North or South America, the InterWorks entity is: InterWorks, Inc., an Oklahoma corporation, with a notice address of 1425 S. Sangre Rd., Stillwater, OK 74074, and the governing law is Oklahoma and applicable US federal law.
- For Customers domiciled in any country in Europe, the Middle East, or Africa, other than Germany or the Netherlands, the InterWorks entity is: InterWorks Europe Ltd, a company incorporated in England, with a notice address of Unit 1, Christchurch Business Park, Radar Way, Christchurch BH23 4FL, and the governing law is England and Wales.
- For Customers domiciled in Germany, the InterWorks entity is: InterWorks GmbH, a company incorporated in Germany, with a notice address of Breite Straße 27, 40213 Düsseldorf, and the governing law is Germany.
- For Customers domiciled in the Netherlands, the InterWorks entity is: InterWorks Netherlands B.V., a private company incorporated in the Netherlands, with a notice address of Keizersgracht 391 A 1016EJ, Amsterdam, and the governing law the Netherlands.
- For Customers domiciled in any country in Asia or the Pacific region other than Australia or New Zealand, the InterWorks entity is InterWorks APAC Pte. Ltd., a Singapore private limited company, with a notice address of 6 Raffles Quay, #14-05/05, Singapore 048580, and the governing law is Singapore.
- For Customers domiciled in Australia or New Zealand, the InterWorks entity is: InterWorks AUS Pty. Ltd., a proprietary company incorporated in Australia, with

a notice address of 727 Collins St.; Collins Square, Tower 1, Docklands, VIC 3008, and the governing law is New South Wales, Australia.

13. General. Each party agrees to the applicable governing law above, without regard to choice or conflicts of law rules. Either party's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the parties' intent as closely as possible. Either party may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. The exercise by a party of any of its remedies under these Terms will be without prejudice to its other remedies under the Terms or available at law or in equity. These Terms comprise the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of these Terms. Notwithstanding the foregoing, if you have entered into a separate written services agreement signed by InterWorks and effective as of the date of an Ordering Document, the terms and conditions of such other agreement shall prevail over any conflicting provision of these Terms.

Travel and Expense Policy

InterWorks bills only for reasonable and necessary expenses incurred in providing the services requested by our clients. We strive for the most efficient and effective use of resources in all engagements.

Unless otherwise agreed upon in a SOW or otherwise in writing:

- We book all travel arrangements ourselves using a variety of tools to ensure the lowest reasonable rates.
- We book travel arrangements as far in advance as possible once the engagement is scheduled to minimize expense.
- Airfare for domestic flights and international flights of under 6 hours will be booked at coach rates. International flights of over 6 hours may be booked at business class rates.
- We book moderately-priced business hotels in the lowest price room category. If you have a corporate rate available, please provide the necessary information so we can utilize those rates.
- When necessary, we book mid-size or smaller rental cars. In cities with adequate public transportation we may bill for cab fare or transit fees instead.
- To reduce administrative burden on both you and us, meals and other incidental expenses will be invoiced on a per diem basis at \$70 for day of onsite services, including travel days.