

## Consulting Services Agreement

This Consulting Services Agreement (the “Agreement”) sets out the terms that govern the relationship between you (“you”, or the “Customer”) and InterWorks (“us”, “we”, or “InterWorks”), each as more fully defined below. This Agreement was last updated on January 1, 2026, and are effective as of the date it is accepted by the Customer (the “Effective Date”).

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 this Agreement 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.** 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. Unless otherwise indicated on the Ordering Document, Services are delivered on a time and materials basis, and only those hours used will be billed. InterWorks will not bill for more than the estimated hours without Customer’s consent. InterWorks may provide Services remotely using distributed teams located in various global jurisdictions. Customer acknowledges and consents to such remote delivery.

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. 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. Pricing excludes any applicable sales, use, or value added taxes required by the applicable jurisdiction, which shall be added to the invoice, paid by the Customer, and remitted to the relevant authority by InterWorks. If a provided resale or tax exemption certificate is not accepted or is invalid for any reason by any governmental or regulatory authority and InterWorks is required to pay tax on Customer’s purchase, Customer indemnifies InterWorks for the amount of such tax, and InterWorks’ reasonable expenses incurred in connection with the payment and collection of such tax. Customer agrees to pay for all reasonable and necessary expenses billed in accordance with InterWorks’ then-current Travel and Expense Policy

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. Unless required to disclose such information by California Public Records Act request, 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 works, 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. We represent and warrant to you that (a) we are under no contractual or other restriction or obligation that will prevent us from performing our obligations under this Agreement; (b) we 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. You represent and warrant to InterWorks that you (x) have all requisite power and authority to execute, deliver and perform your obligations hereunder; (y) have 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. Any claim for breach of the warranties set forth in Section 8 must be made in writing within thirty (30) days after delivery of the applicable Services. InterWorks' sole obligation and Customer's exclusive remedy for any breach of warranty shall be, at InterWorks' option, to re-perform the non-conforming Services or refund the fees paid for such non-conforming 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.

9. Indemnification. InterWorks will indemnify, defend, and hold harmless Customer, Customer's affiliates, and their respective employees, officers, directors, and agents from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) from any claims, actions, suits, or proceedings brought against Customer by a third party to the extent arising out of or in connection with (a) any allegation that the Services infringe on a third party's intellectual property rights; (b) a violation of applicable law; or (c) InterWorks' gross negligence or willful misconduct. Customer will indemnify, defend, and hold harmless InterWorks, its affiliates, and their respective employees, officers, directors, and agents from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) from any claims, actions, suits, or proceedings brought against InterWorks by a third party to the extent arising out of or in connection with: (x) Customer Data or materials provided by Customer that infringe or misappropriate any third party's intellectual property rights; (y) Customer's use of the Services in violation of applicable law; or (z) Customer's gross negligence or willful misconduct.

10. 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, INCLUDING UNDER SECTION 9, 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 SERVICE GIVING RISE TO THE CLAIM, INTERWORKS' ENTIRE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED US\$100.

11. Termination. Either party may terminate their agreement if the other party materially breaches this Agreement or any Ordering Document and fails to cure the breach within 30 days after written notice. The provisions of 5-10 survive the termination or expiration of this Agreement.

12. 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.

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

14. Non-solicitation. During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, neither party shall, directly or indirectly, solicit for employment or hire any employee or contractor of the other party who was involved in the performance or receipt of Services under this Agreement, without the prior written consent of the other party. This restriction shall not apply to general solicitations of employment not specifically directed at such individuals or to individuals who respond to such general solicitations

15. Use of AI. To the extent InterWorks uses artificial intelligence, machine learning, or automated decision-making tools in providing Services ("AI Tools"): (a) InterWorks may use AI Tools to assist in service delivery, including code generation, data analysis, and documentation; (b) Customer acknowledges that AI Tool outputs may require human review and validation. InterWorks does not warrant that AI Tool outputs are error-free, complete, or suitable for any particular purpose; (c) Unless expressly authorized in writing by Customer, InterWorks will not use Customer Data to train AI models that would be used for other customers or made generally available.

16. General. (a) Waiver, Severability and Assignment: 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 this Agreement 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. (b) Force Majeure: Neither party will be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) where such failure or delay results from Force Majeure Events. "Force Majeure Events" means events beyond a party's reasonable control, including acts of God, natural disasters, pandemic, epidemic, war, terrorism, riots, embargoes, acts of civil or

military authorities, fire, floods, earthquakes, accidents, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor, or materials, failure of telecommunications or information systems, cyberattacks, or any other event beyond the reasonable control of the affected party. The affected party shall provide prompt notice to the other party and use commercially reasonable efforts to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Ordering Document upon written notice without liability. (c) Remedies: The exercise by a party of any of its remedies under this Agreement will be without prejudice to its other remedies under the Terms or available at law or in equity. (d) Entire Agreement: This Agreement, together with all Exhibits and Ordering Documents, comprises the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of a conflict with an Ordering Document, the terms and conditions of this Agreement will take precedence over the Ordering Document, unless the Ordering Document clearly and explicitly states the parties' intention to supersede this Agreement. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Any terms included in a Customer purchase order or similar document shall not apply to or modify this Agreement and shall be of no force or effect.