

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT (THE “**AGREEMENT**”) GOVERNS THE USE OF ANY PRODUCTS AND SERVICES. BY ACCEPTING THIS AGREEMENT BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE TRIALS, THE LEGAL ENTITY PERFORMING SUCH ACTION (THE “**CLIENT**”) AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “**CLIENT**” SHALL REFER TO SUCH ENTITY.

This Agreement is entered into by the Redwood entity identified in Section 10.7 below (“**Redwood**”). Client and Redwood may be referred to herein as a “**Party**” or collectively as the “**Parties**.” This Agreement was last updated on April 17, 2026. It is effective between Client and Redwood as of the date of Client’s accepting this Agreement (the “**Effective Date**”).

1. REDWOOD’S OBLIGATIONS.

- 1.1. **Products.** Redwood hereby grants Client the limited, non-exclusive, royalty-free, revocable, non-transferable, and non-sublicensable (a) in the case of Products made available as a SaaS deployment, right to have it and its Users access and use, or (b) in the case of Products installed on-premises in the Client’s systems, license to install and use, the Products for the Subscription Term and in the quantities each identified an Order Form, for Client’s internal business purposes only, and in accordance with this Agreement and the Documentation. Redwood also hereby grants Client the limited, non-exclusive, royalty-free, revocable, non-transferable, and non-sublicensable right to access and use the Documentation solely as needed to use the Products in accordance with the terms of this Agreement. Redwood will provide the Products in accordance with all laws applicable to Redwood’s provision of the Products to its customers generally. Client agrees that its purchases of the Products and Services are not contingent or dependent on the provision of any statements by Redwood regarding any future functionality or features.
- 1.2. **Support.** During the Subscription Term Redwood will provide Support to Client at the level identified in the Order Form, and, for clarity, such support is included in the subscription Fees for the Products. “**Support**” is the technical support services for the Products outlined in the Redwood support policy, as updated by Redwood from time to time and currently located at <https://www.redwood.com/wp-content/uploads/Maintenance-Policy.pdf>. Any updates or modifications to the Support model, including through Redwood’s support policy, will not materially diminish Redwood’s responsibilities under the Support during the applicable Subscription Term.
- 1.3. **Services.** If Client purchases Services, Redwood grants to Client a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable right to use the Services solely for Client’s use with the Products. Redwood will provide Client with the amount of Services identified within the SOW or Order Form. The Parties may define a set of objectives or projects within the SOW, provided that Redwood will only be obligated to provide Services within the total amount of time outlined in the SOW or Order Form. Services will be provided and invoiced on a time and materials basis unless otherwise mutually agreed by the Parties in writing, and provided that any fixed fee must be paid by Client upfront. Client will reimburse Redwood for actual and verifiable out-of-pocket expenses (including travel, lodging, and related expenses) reasonably incurred by Redwood in connection with any Services and that are pre-approved by Client in writing. Redwood will not be responsible for any delay caused by Client, a Client Affiliate, or any third party under contract with Client.

2. CLIENT’S OBLIGATIONS; TERMS OF ACCESS.

- 2.1. **Access and Use Restrictions.** Client must not (which prohibitions also apply to Free Trials): (a) except to the extent required by applicable law: (i) disassemble, reverse engineer, nor decompile the Products, nor use the Documentation to accomplish the same; (ii) copy, distribute, resell, modify, rent, lease, or sell the Products, or make the Products available for anyone other than its Users; (iii) access or use the Products or the Documentation to create a competing product; or (iv) perform or disclose any benchmark tests relating to the Products; (b) scrape, spider, or utilize other means of any kind to gain unauthorized access to the Products; (c) modify, remove, or obstruct any proprietary rights statement or notice in the Products or the Documentation; (d)(i) violate the security of the Products; (ii) bypass or disable any protections against unlicensed use of the Products; or (iii) use or access the Products in any way that might disrupt the integrity of or adversely affect the security, stability, performance, or functions of the Products; or (e)(i) use the Products to store or transmit unlawful, fraudulent, infringing, or tortious material, or material that violates third-party rights; or (ii) upload to or use the Products to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts.
- 2.2. **Client Responsibilities.** Client is responsible for properly and securely configuring and using the Products, including taking appropriate action to secure and backup Client Data and ensuring proper authentication of its User accounts. For SaaS deployments of the Products, Client must limit the inclusion of Personal Data to what is relevant and necessary to Client’s access

and use of the Products. Except as expressly permitted under an Order Form, Client must not submit through the Products any sensitive data, including any personal health information, credit card data, personal financial data, or other data that may impose on Redwood specific data security or privacy obligations in addition to or different from those specified in this Agreement. Client is responsible for any breach of the terms of this Agreement by a User.

- 2.3. **Reservation of Rights.** Redwood retains all right, title, and interest in and to the Products, Services, Free Trials, and Documentation. All rights not expressly granted to Client in this Agreement are reserved.
- 2.4. **Usage Capacity.** If Client purchases consumption-based usage capacity as identified in the Order Form (“**Usage Capacity**”), Client may not exceed the quantity of Usage Capacity. Unless otherwise specified in the Order Form, Usage Capacity will only be valid for the period specified in the Order Form, and will not carry over to any subsequent period. Client acknowledges that the applicable Products enable the automatic submission of usage reports; however, if Redwood does not receive the usage reports, then Redwood reserves the right, no more than once per calendar year, to perform a remote usage audit. If at any point Client’s consumption exceeds its purchased Usage Capacity, Client must pay for any additional Usage Capacity.
- 2.5. **Ownership of Client Data.** As between the Parties, Client retains sole ownership of all Client Data. Client has sole responsibility for the content, accuracy, legality, reliability, appropriateness, and ownership or right to use of all Client Data, and Redwood is not responsible or liable for Client’s actions related to the deletion, correction, destruction, damage, loss or failure to store any Client Data. By submitting Client Data to Redwood, Client hereby grants to Redwood a non-exclusive, fully-paid license to process, access, use, transmit, modify, and copy the Client Data solely as necessary (a) for the purpose of providing the Products, Support, and Services to Client, (b) for any other related support and administration as requested by Client or permitted hereunder, and (c) to generate any Aggregated and Anonymized Data which Redwood may use for purposes of improving the Products, Services, and Support. Redwood retains sole ownership of all Aggregated and Anonymized Data and Telemetry Data. “**Telemetry Data**” means the data generated by the Client’s configuration and usage of the Products, such as product configuration, metadata, system logs, diagnostic information, and job definitions and configurations.
- 2.6. **Affiliates.** During the Term, a Client Affiliate may directly purchase subscriptions to Products (and related Support) and Services from Redwood by entering into an Order Form with Redwood that incorporates this Agreement and binds such Client Affiliate to this Agreement. Order Forms and SOWs entered into with Client or Client Affiliates may be executed by Affiliates of Redwood other than the Redwood entity identified as party to this Agreement.
- 2.7. **AI Features.** “**AI Features**” are Product features that utilize large language models to produce content (“**Outputs**”) in response to prompts, queries, or pre-configured context, conditions, triggers, or other information that is submitted to or otherwise processed with any AI Features (“**Inputs**”). Use of AI Features is entirely at Client’s option and activated only if Client enables or purchases AI Features as part of the Products. Redwood will use commercially reasonable efforts to develop and maintain the AI Features (a) consistent with industry standards for responsible development of artificial intelligence systems, and (b) in compliance with artificial intelligence laws applicable to Redwood’s provision of the AI Features. Redwood will not use Inputs to train or otherwise improve the LLMs of any third-party resource providers that underlie such AI Features. Client will continue to own portions of an Output constituting Client Data. Client acknowledges that Outputs provided to Client may be similar or identical to Outputs independently provided by Redwood to other customers. The Parties agree that: (1) Client may reproduce, distribute, and prepare derivative works of Outputs in connection with its use of the Products; (2) Redwood may use Outputs pursuant to its obligations and rights under the Agreement; and (3) Redwood may use Inputs and Outputs constituting Aggregated and Anonymized Data to improve the Products, Services, and Support.
- 2.8. **Free Trials.** Redwood may make Free Trials available to Client at Redwood’s option, subject to the terms of this Agreement. This Section controls for any conflicts between this Section and other portions of this Agreement. Free Trials are provided to Client without charge, up to certain usage limits (if any), until the earlier of (i) the agreed end of the free trial period, (ii) the start of any purchased Product covering the scope of the Free Trial, or (iii) termination of the Free Trial by Redwood in its discretion. Termination of Free Trials may be without notice, and Client agrees that Redwood will not be liable for such termination. Client is responsible for exporting Client Data from the Free Trials before termination of Client’s access to the Free Trials, provided that if Redwood terminates the Free Trial, Redwood will provide Client a reasonable opportunity to retrieve its Client Data, except to the extent required by law. FREE TRIALS ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND REDWOOD WILL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY WITH RESPECT TO THE FREE TRIALS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE REDWOOD’S LIABILITY WILL NOT EXCEED \$1,000.00.
3. **PAYMENTS.**
- 3.1. **Payment.** Client must pay Redwood or the authorized Redwood reseller the Fees set forth in the Order Form on the terms set forth in this Section, unless such Order Form provides other payment terms. Fees will be invoiced annually in advance. Client must remit the Fees to Redwood or the authorized Redwood reseller within thirty (30) days of the date of the invoice, unless Client (a) disputes the amounts in the invoice in good faith, (b) notifies Redwood of such dispute no later than their due date, and (c) diligently cooperates with Redwood to expeditiously resolve such dispute after notice is received by Redwood. If Client fails to pay any amounts when due, then in addition to any other available rights and remedies, Redwood will have the right to assess a late payment charge on such overdue amounts equal to the lesser of (i) two percent (2%) per month or (ii) the highest rate

allowed by applicable law until such overdue amounts are paid in full. Additional payment and usage terms for the Products may be set forth in the Order Form. Except as otherwise stated in this Agreement, all payments are non-refundable. If Redwood seeks legal recourse to collect any unpaid Fees from Client (other than amounts reasonably disputed), Redwood will be entitled to reasonable attorneys' fees, expenses, and other costs, including debt collection costs, incurred by Redwood.

3.2. **Taxes.** Fees are exclusive of all taxes and duties. The Client is responsible for any sales, use, value-added, withholding, or other taxes, public fees, duties, deductions, or other withholdings (collectively "**Taxes**"), and the Fees will not be reduced by such Taxes. To the extent that Redwood collects such Tax, Redwood will remit such Tax in the ordinary course. Taxes do not include taxes based on Redwood's income.

4. **TERM AND TERMINATION.**

4.1. **Term.** The "**Term**" of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms issued pursuant to this Agreement has expired or terminated, or until this Agreement terminates in accordance with the terms herein. Except as expressly indicated on an Order Form, Product subscriptions and their respective Subscription Terms will automatically renew for the Subscription Term and for the Fees set forth in a renewal Order Form provided by Redwood; unless either Party provides written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. A Subscription Term may not be canceled in whole or in part during any such Subscription Term.

4.2. **Termination.** Either Party may terminate this Agreement (a) upon written notice to the other Party in accordance with Section 10.1 if (i) the other Party (including an Affiliate pursuant to Section 2.6) materially breaches this Agreement, (ii) the notice includes an intent to terminate this Agreement as a result of the material breach, and (iii) the other Party fails to cure such breach within thirty (30) days of its receipt of written notice thereof; or (b) immediately in the event the other Party becomes subject to a proceeding relating to bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors. Upon termination, all Order Forms, and all rights, subscriptions, and licenses granted by Redwood, will automatically terminate, and Client will immediately cease all use of Products.

4.3. **Survival.** The following provisions survive any termination of this Agreement: Sections 2.1 (Access and Use Restrictions), 2.5 (Ownership of Client Data), 3 (Payments), 4.2 (Termination), 4.3 (Survival), 5 (Confidentiality), 6.4 (Disclaimer), 7 (Limitation of Liability), 8 (Indemnification), 10 (Miscellaneous), and 11 (Definitions).

5. **CONFIDENTIALITY.**

5.1. **Obligations.** Each Party shall: (a) treat as confidential, and must not disclose, any Confidential Information of the other Party other than to its Affiliates, and the respective employees, contractors, consultants, or advisors of such Party and its Affiliates (each, a "**Representative**") who have a need-to-know such Confidential Information, provided that (i) such Representatives are bound by legally enforceable obligations at least as restrictive as the provisions of this Section 5 and (ii) the receiving Party is responsible for any breach by its Representatives; (b) use the substantially same degree of care to protect the other Party's Confidential Information as it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care; and (c) use the other Party's Confidential Information only for the purposes described in this Agreement. Upon termination of this Agreement, each Party will promptly return or destroy all received Confidential Information, except that each Party may retain one copy of such Confidential Information to the extent required to comply with applicable laws or bona fide written internal document retention practices.

5.2. **Definition.** "**Confidential Information**" means the any information disclosed by or on behalf of one Party or its Affiliates to the other Party or its Affiliates, whether orally, in writing, or in any other form, which is either (a) identified as "confidential" at the time of disclosure or (b) of a nature that a reasonable business person would expect to be confidential or proprietary, provided that the disclosing Party generally treats it as confidential, including financial and pricing information and data, know-how, trade secrets, product roadmaps, designs, architecture, technology, technical information, and Documentation. Confidential Information excludes: (i) any information that is or becomes generally available to the public (provided that such information did not become public through the fault of the receiving Party or its Representatives); (ii) any information received by the receiving Party (without restriction on use or disclosure) from sources other than the disclosing Party or its Representatives (provided that such source is not subject to an applicable confidentiality obligation); (iii) any information that is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party; (iv) any information that was in the receiving Party's possession (without restriction on use or disclosure) before its disclosure by or on behalf of the disclosing Party; or (v) Aggregated and Anonymized Data.

5.3. **Permitted Disclosures.** Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party to any regulatory agency or court of competent jurisdiction if and to the extent required to comply with applicable law or regulatory agency or court order, provided that such Party provides prompt prior written notice and reasonably cooperates with the other Party (at such other Party's cost and expense) to limit the extent of such disclosure.

5.4. **Feedback.** Client is not obligated to provide Redwood with Feedback about the Products, Free Trials, Services, or Support, but if Client elects to do so, Redwood will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Feedback for any purpose. "**Feedback**" means suggestions, ideas, enhancement requests, feedback,

recommendations, or information provided by Client or its Users relating to the features, functionality, or operation of the Products, Free Trials, Services, or Support. Any Feedback is provided on an “AS IS” basis.

6. REPRESENTATIONS AND WARRANTIES.

6.1. **Mutual Representations.** Each Party represents that it: (a) is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (b) has full corporate power and authority to execute this Agreement and comply with its obligations herein; and (c) has no outstanding agreement that would materially conflict with the provisions of this Agreement or preclude it from complying with the provisions hereof.

6.2. Redwood Warranties.

6.2.1. **Products.** Redwood warrants during the applicable Subscription Term that the Products will perform substantially in accordance with the Documentation. Client must inform Redwood of any non-conformance within thirty (30) days from the date it first became aware of the non-conformance. Following timely receipt of such notification, Redwood will remediate the non-conformity so that it conforms. If Redwood fails to do so, Client’s sole and exclusive remedy, in addition to termination of the Order Form as to the non-conforming Products, will be a pro-rata refund of the paid but unused Fees for the non-conforming Product.

6.2.2. **Services.** Redwood warrants that the Services and Support will be performed in a competent, professional, and workmanlike manner by personnel with adequate training and experience. For any claimed breach of this warranty, Client must notify Redwood of the warranty claim within thirty (30) days of Client’s receipt of the applicable Services. In the event of a breach of the foregoing warranty, and as Client’s sole and exclusive remedy and Redwood’s sole and exclusive obligation and liability, Redwood will either, at its option: (a) re-perform the non-conforming Services or (b) refund the portion of Fees paid attributable to the non-conforming Services.

6.2.3. **Exceptions.** The aforementioned warranties do not apply to the extent (a) the Products or Services have been modified by Client, (b) the Products or Services have not been used or maintained in accordance with this Agreement or the Documentation, or (c) Client is not using a supported version of the Products.

6.3. **Client Warranties.** Client represents and warrants that Client or its licensors own all right, title, and interest in and to all Client Data. Client warrants that its use of the Products will be in compliance with all applicable laws as well as any and all privacy policies, agreements, or other obligations Client may maintain or enter into.

6.4. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS, THE SERVICES, AND ALL DOCUMENTATION AND SUPPORT ARE PROVIDED “AS IS” AND “AS AVAILABLE” INCLUDING WITH RESPECT TO NON-REDWOOD PRODUCTS, AND REDWOOD MAKES NO OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND REDWOOD EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIABILITY.

7.1. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY’S AND ITS AFFILIATES’ AGGREGATE AND CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE BY CLIENT FOR THE PRODUCTS GIVING RISE TO THE LIABILITY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

7.2. **EXCLUDED DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REDWOOD (OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS) OR CLIENT (OR ITS AFFILIATES) BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES) FOR: (A) (I) LOST PROFITS; (II) LOST BUSINESS, REVENUES, OR SAVINGS; (III) BUSINESS INTERRUPTION; (IV) LOSS OF GOODWILL; OR (V) LOSS OF ANTICIPATED SAVINGS; OR (B) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY.

7.3. **EXCEPTIONS.** NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY’S OR ITS AFFILIATES’ LIABILITY UNDER SECTION 7.1 FOR (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (B) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 8; (C) CLIENT’S MISAPPROPRIATION OR MISUSE OF REDWOOD’S INTELLECTUAL PROPERTY RIGHTS; (D) PAYMENT OBLIGATIONS UNDER SECTIONS 3.1; OR (E) ANY LIABILITY TO THE EXTENT IT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

8. INDEMNIFICATION.

- 8.1. **Redwood Indemnification.** Notwithstanding anything to the contrary in this Agreement, and subject to Section 8.3, Redwood agrees to defend and indemnify, or, at its option, settle, any third-party claim, suit, or proceeding against Client to the extent based on a claim that the use of Products or Services by Client in accordance with this Agreement infringes or misappropriates any third-party copyright, patent, trademark, or trade secret (a “**Third-Party IP Claim**”). Redwood will pay the damages which are finally awarded against Client by a court of competent jurisdiction (or pursuant to settlements agreed to in writing by Redwood), and the reasonable and verifiable costs and expenses, directly attributable to such Third-Party IP Claim. If Products or Services become, or in Redwood’s opinion are likely to become, the subject of a claim of infringement or injunction, Redwood will have the right, at its option and expense, to: (a) procure the right to Client’s continued use of Products or Services; (b) replace or modify Products or Services so that it is no longer infringing; or (c) terminate this Agreement and the Order Form(s) and provide a pro-rata refund for the period during which Client did not use the Product or Services. Redwood will have no liability to the extent that a Third-Party IP Claim arises out of or relates to: (i) use of Products in a manner that does not comply with this Agreement or the Documentation; (ii) use of Products or Services in combination with products, services, applications, content or data not provided by Redwood; or (iii) modifications to Products or Services not made by Redwood.
- 8.2. **Client Indemnification.** Client will defend and indemnify Redwood against any third-party demand, claim, suit, or proceeding against Redwood to the extent arising out of or related to Client’s illegal or improper use of Client Data. Client will pay the damages which are finally awarded against Redwood by a court of competent jurisdiction (or pursuant to settlements agreed to in writing by Client), and the reasonable and verifiable costs and expenses, directly attributable to such claim.
- 8.3. **Conditions.** Each Party’s indemnification obligations under this Section 8 are conditioned upon: (a) the indemnified Party providing the indemnifying Party with prompt written notice of the indemnifiable claim; (b) the indemnifying Party retaining sole control of the defense and settlement of the indemnifiable claim; (c) the indemnified Party not prejudicing the defense of the indemnifiable claim; and (d) the indemnified Party providing the indemnifying Party with such cooperation, authority, and information as the indemnifying Party may reasonably require in relation to any indemnifiable claim. The indemnified Party will have the right, at its own expense, to participate in such litigation and to retain its own separate counsel and advise the indemnifying Party on any proposed settlements, but only to the extent that such participation and advice do not unreasonably interfere with the indemnifying Party’s ability to perform its obligations under this Section 8. For purposes of any indemnity pursuant to Section 8.1, Redwood’s indemnification obligation will not apply if the Client was not using a supported version of the Products at the time the claim arose. The indemnifying Party will not, without the indemnified Party’s prior written consent (not to be unreasonably withheld), settle any indemnifiable claim unless such settlement, compromise, or consent is solely monetary in nature and does not include an admission of fault on behalf of, the indemnified Party. THIS SECTION 8 STATES EACH PARTY’S AND ITS AFFILIATES’ SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, AND THE OTHER PARTY’S SOLE AND EXCLUSIVE REMEDY, FOR THIRD-PARTY CLAIMS INDEMNIFIED UNDER THIS SECTION 8.

9. DATA SECURITY AND PRIVACY.

- 9.1. **Security.** Redwood must implement and maintain appropriate technical and organizational measures designed for the protection and security of Client Data resident in Products against accidental or unlawful loss, access, or disclosure. These measures shall be consistent with the security protocols described in Redwood’s most recently completed Service Organization Control 2 audit report or other similar independent third-party annual audit report, which Redwood will provide summary copies of upon Client request, and as set forth in Redwood’s Security Commitments, as updated by Redwood from time to time and located at <https://www.redwood.com/wp-content/uploads/Security-Exhibit.pdf> (the “**Security Commitments**”). The Security Commitments are incorporated into this Agreement by reference. Client must use commercially reasonable efforts to prevent unauthorized access to and use of the Products and will immediately notify Redwood of any such unauthorized access or use or any other breach of security known to Client. Redwood reserves the right to suspend access to Products in case of a security breach or threat.
- 9.2. **Data Processing.** To the extent that Redwood processes any Personal Data in the course of providing the Products, Support, or Services to Client, Redwood’s current data processing agreement (“**DPA**”) governs any such processing, as updated by Redwood from time to time and located at <https://www.redwood.com/wp-content/uploads/Data-Processing-Agreement.pdf>. To the extent applicable, the DPA is incorporated into this Agreement by reference, and the Parties agree to comply with its terms.

10. MISCELLANEOUS.

- 10.1. **Notices.** Notices under this Agreement may be given electronically including via Redwood’s customer portal. Notwithstanding the foregoing, any notice concerning a material breach or termination of this Agreement or the Order Forms must be in writing and delivered by certified or registered mail or internationally recognized express courier or overnight delivery service and will be deemed given upon personal, confirmed, or documented delivery. All written notices or other written communications to Redwood should be provided to the relevant address first listed in Section 10.7 below and addressed to: **ATTENTION: LEGAL DEPARTMENT**, with a copy to legal@redwood.com. All written notices to the Client should be sent to the address first listed in the applicable Order Form that references this Agreement and addressed to the individual who signed such Order Form. Notice addresses may be subsequently modified upon written communication (email sufficient) by an authorized representative of the Party changing its notice address to the other Party.

- 10.2. **Independent Contractors.** The Parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the other Party or to bind the other Party. There are no third-party beneficiaries under this Agreement.
- 10.3. **Assignment.** Neither this Agreement, any Order Form, nor any right or obligation hereunder or thereunder may be assigned, transferred, or delegated by either Party without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement or an Order Form, upon notice and without the consent of the other Party, to any Affiliate of such Party or its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all assets. Assignments or transfers in violation of this Section will be void.
- 10.4. **Insurance.** Redwood will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Client's written request, Redwood will provide a certificate of insurance evidencing at least the following coverages: (a) commercial general liability coverage with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (b) business automobile liability coverage with a combined single limit of no less than \$1,000,000 per occurrence for non-owned and hired automobiles; (c) workers' compensation coverage within statutory limits and employers' liability coverage with a limit of no less than \$1,000,000; (d) errors and omissions (including cyber liability) coverage with a limit of no less than \$5,000,000 in the aggregate; and (e) umbrella liability coverage with a limit of no less than \$10,000,000 for each occurrence and in the aggregate. Redwood will provide notice to Client in the event of a material reduction or cancellation of the foregoing insurance in this Section during the Term.
- 10.5. **Force Majeure.** Neither Party will be in breach of this Agreement on account of any delay or failure to perform as a result of any cause or condition beyond such Party's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, war, act of terror, epidemic, pandemic, internet failure or delay, or denial of service attack ("**Force Majeure**"), and the Party so affected will be excused from such delay or performance to the extent of such Force Majeure. Each Party will use reasonable efforts to mitigate the effect of a Force Majeure. If the Party affected by a Force Majeure fails to resume performance after the reasons for the temporary exemption from performance due to Force Majeure disappear, such Party will be liable to the other. If a Force Majeure continues for more than thirty (30) days, the unaffected Party will have the right to terminate this Agreement on reasonable notice to the affected Party.
- 10.6. **Compliance with Anti-Corruption, Export, and Sanctions Laws.** (a) Each Party and its Affiliates will comply, and Client and its Affiliates will cause the Users to comply, with all applicable anti-corruption and anti-bribery laws and regulations in its use or provision of Products. (b) Neither Party shall, and Client will not permit Users to, provide or use the Products or Client Data within the Products in violation of any applicable export compliance law. (c) Each Party represents that neither it nor any of its Affiliates is named on a governmental denied party or restricted list relating to Sanctions Laws. (d) Each Party represents that its provision or use of the Products or Services, including use by its Affiliates, will comply with all applicable sanctions laws administered by U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (collectively, "**Sanctions Laws**").
- 10.7. **Redwood Entity, Governing Law, and Disputes.** Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. Unless otherwise signed by a differing Redwood entity below (in which case law and venue will align with the Redwood entity listed in the chart below), the Redwood entity that is a Party to this Agreement, the laws that will apply to this Agreement and all Order Forms, and which courts can adjudicate any such lawsuit, depend on where the Client is domiciled as follows:

If Client is domiciled in:	The Redwood Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
United States, Canada, Mexico, or South America	Redwood Software International Inc.	8010 Towers Crescent Dr., Suite 210, Vienna, Virginia 22182-2710	State of Delaware, United States	Wilmington, Delaware, United States
United Kingdom, Africa, Asia Pacific, Middle East, or Japan	Redwood Software UK Ltd, company number 03579769	Redwood Court 80b, The High Street Burnham, Buckinghamshire, England, SL17JT	England and Wales	London, England
European Union country, other than Germany or Austria	Redwood Software Nederland B.V.	Waterveste 3 3992 DB Houten, The Netherlands	The Netherlands	Utrecht, The Netherlands
Germany or Austria	Redwood Systems B.V. – German Branch	Altrottstraße 31, 69190 Walldorf, Germany	Germany	Frankfurt am Main, Germany
Switzerland	Redwood Software Switzerland GmbH	Gotthardstrasse 28, CH-6304 Zug, Switzerland	Switzerland	Zug, Switzerland

- 10.8. **Entire Agreement; Precedence.** This Agreement contains the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements or communications between the Parties. This Agreement and the Order Forms may not be amended, modified, nor waived except by mutually signed agreement. Any failure or delay to exercise any right or remedy will not be deemed a waiver of such or any other right or remedy. If a court of competent jurisdiction holds a provision of this

Agreement or any Order Form as null, void, or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force. Headings in this Agreement are used solely for convenience. Redwood shall not be bound to any terms or response to a request for bid, request for proposal, request for information, or other questionnaire or related to any invoicing process that Client submits or requires Redwood to complete. Any terms appearing on any purchase order, acknowledgment, or confirmation that are different from or in addition to the terms of this Agreement or any applicable Order Form shall not be binding on the Parties, even if signed and returned. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (i) the applicable Order Form, and (ii) this Agreement.

- 10.9. **Counterparts.** This Agreement and each Order Form may be executed in counterparts, each of which is deemed to be an original and will together constitute one agreement. The execution and delivery of counterparts by electronic mail, electronic form, website submission, facsimile, or original signature, is binding upon the Parties.
11. **DEFINITIONS.** Unless defined elsewhere in this Agreement, the capitalized terms are as defined below:
- 11.1. **“Affiliate”** means, for a Party, any legal entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where “control” means (a) ownership of more than 50% of the equity of such Party or entity or (b) the power to direct or cause the direction of the management and policies of such Party or entity.
- 11.2. **“Aggregated and Anonymized Data”** means data that is (a) combined with data from multiple sources or clients and (b) de-identified in accordance with applicable law such that neither Client nor any identifiable individual can reasonably be re-identified through normal commercial means, which is collectively used for generalized, statistical, analytical, or benchmarking insights.
- 11.3. **“Client Data”** means data submitted to the Products by Client or its Users. Client Data excludes Aggregated and Anonymized Data.
- 11.4. **“Documentation”** means the user manuals, guides, policies, and instructions regarding Products that are generally made available by Redwood to its customers as posted in the customer portal and updated by Redwood from time to time.
- 11.5. **“Fees”** means the fees specified in the Order Form and/or invoice for Products or fees for the Support and/or Services.
- 11.6. **“Free Trials”** means a Redwood product, service, feature, or functionality made available on a limited basis for Client to try at its option, at no additional charge, and which is clearly designated as “beta”, “trial”, “pre-GA”, “preview”, “early access”, “evaluation”, “proof of concept”, or similar designation. “Free Trials” excludes Client’s purchased Products and Services.
- 11.7. **“Non-Redwood Product”** means any software application, product, feature, code, or material provided by Client or a third-party that interoperates with a Product.
- 11.8. **“Order Form”** means a mutually executed order form that describes the Products or Services purchased by Client. For Services, this term includes the applicable SOW, if any.
- 11.9. **“Personal Data”** means information relating to an identified or identifiable natural person as described in applicable privacy law.
- 11.10. **“Products”** means the software made available by Redwood to which Client purchases pursuant to one or more Order Forms. Products are available to Client on an on-premise or software-as-a-service basis (“**SaaS**”) as identified in the Order Form. The Products exclude Services, Support, and Free Trials.
- 11.11. **“Services”** means training, configuration, or other professional services performed by Redwood pursuant to a mutually agreeable SOW or Order Form signed by the Parties. The Services exclude Products, Support, and Free Trials.
- 11.12. **“SOW”** means a statement of work for Services, signed by both Parties, setting forth objectives or project-specific activities, and estimated level of effort for Services to be performed by Redwood and the corresponding Fees to be paid by Client.
- 11.13. **“Subscription Term”** means the period specified in an Order Form during which Redwood authorizes Client to use the Products.
- 11.14. **“User”** means (a) an active employee, consultant, contractor, or agent of Client or its Affiliates (b) who is authorized by Client to use Products solely on behalf of Client for Client’s internal business purposes only.