

Master Services Agreement

THIS REDWOOD MASTER SERVICES AGREEMENT (THE “**AGREEMENT**”) GOVERNS THE ATTAINMENT AND USE OF ANY REDWOOD PRODUCTS AND REDWOOD SERVICES. BY ACCEPTING THIS AGREEMENT BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING REDWOOD PRODUCTS FREE OF CHARGE, 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.

If Client has entered into an Order Form with Redwood, this Agreement is entered into by the Redwood entity identified in Section 11.8 below. Client and Redwood may be referred to herein as a “**Party**” or collectively as the “**Parties**.” This Agreement was last updated on October 1, 2025. It is effective between Client and Redwood as of the date of Client’s accepting this Agreement (the “**Effective Date**”).

1. **DEFINITIONS.** Unless defined elsewhere in this Agreement, the capitalized terms are as defined below:
 - 1.1. “**Affiliate**” means, with respect to either 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.
 - 1.2. “**Aggregated Data**” means data, after having been combined with data from multiple sources or clients (including Client Data), that is used to produce generalized, statistical, analytical, or benchmarking insights. Aggregated Data does not contain any information that reasonably permits the identification of Client or any identifiable individual.
 - 1.3. “**Anonymized Data**” means data derived from Client Data that has been de-identified with applicable law such that neither Client nor any identifiable individual can be reasonably reidentified through normal commercial means or efforts.
 - 1.4. “**Authorized User**” means an individual (a) who is an active employee, consultant, contractor, or agent of Client or its Affiliates, and (b) who is authorized by Client to use Redwood Products solely on behalf of Client for Client’s internal business purposes only. Client shall be liable and responsible for any breach of the terms of this Agreement by an Authorized User.
 - 1.5. “**Client Data**” means any Confidential Information or personal data submitted to the Redwood Products by Client and any Client-specific data that is uploaded by the Client into the Redwood Products. Client Data shall not include Aggregated Data nor Anonymized Data.
 - 1.6. “**Confidential Information**” means the terms of this Agreement and any and all 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) marked or 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 all technical, product, service, business, marketing, sales, Order Forms, financial and pricing information and data, techniques, methodologies, processes, algorithms, transferred files, know-how, ideas, concepts, inventions, discoveries and trade secrets including Redwood’s product roadmaps, product designs, architecture, technology and technical information, however, disclosed. For the avoidance of doubt Confidential Information does not include Aggregated Data or Anonymized Data.
 - 1.7. “**Customer Application**” means a software application, whether web-based, offline, or mobile, selected or developed by Client to be used with a Redwood Product or a Free Trial.
 - 1.8. “**Documentation**” means the published Redwood user manuals, guides, policies, and instructions regarding Redwood 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.
 - 1.9. “**Fees**” means the subscription fees specified in the Order Form and/or invoice for Redwood Products or fees for the Support Services and/or Redwood Services.

- 1.10. **“Free Trials”** means any Redwood product, service, feature, or functionality, or any improvements, enhancements, and modifications thereto, that Redwood makes available to Client to try at Client’s option, at no additional charge, and which is clearly designated as “beta”, “trial”, “pre-GA”, “pilot”, “developer preview”, “free trial”, “free plan”, “preview”, “early access”, “evaluation”, “proof of concept (POC)”, or by a similar designation, and offered on a limited basis. “Free Trials” excludes Redwood Products and Redwood Services that Client has purchased from Redwood or a Redwood reseller and Customer Applications.
 - 1.11. **“AI Feature(s)”** means the Redwood Product features used by Client that utilize large language models (LLMs) to produce Outputs for Client in response to Inputs.
 - 1.12. **“Input(s)”** means prompts, queries, or pre-configured context, conditions, triggers, or other information that is submitted to and/or otherwise processed with any AI Features.
 - 1.13. **“Order Form”** means a mutually executed order form that describes the Redwood Products or Redwood Services purchased by Client. For Redwood Services, the term “Order Form” includes the applicable Statement of Work, if any.
 - 1.14. **“Output(s)”** means content that is produced by the AI Features.
 - 1.15. **“Performance Metrics”** means the data generated by the Client’s configuration and usage of the Redwood Products including but not limited to product configuration, metadata, system logs, diagnostic information, job definitions, job chain configurations, scheduling parameters, system settings and related operational data structures, system logs containing system events, errors, diagnostic information, transaction information, logs of API calls and job execution results, performance metrics including response times, system resource utilization, and system information generated during customer support interactions such as troubleshooting logs, error reports, and diagnostic data relevant to resolving customer issues.
 - 1.16. **“Personal Data”** means any information relating to an identified or identifiable natural person as further described in applicable privacy law.
 - 1.17. **“Redwood Products”** means the software modules and processes made available by Redwood to which Client purchases a subscription pursuant to one or more Order Forms. Redwood Products may be made available to Client on an on-premise or software-as-a-service basis as identified in the Order Form. For the avoidance of doubt, Redwood Products does not include Redwood Services, Support Services, or Free Trials.
 - 1.18. **“Redwood Services”** means training, configuration or any other professional services performed by Redwood pursuant to a mutually agreeable SOW or Order Form signed by the Parties. For the avoidance of doubt, Redwood Services does not include Redwood Products, Support Services, or Free Trials.
 - 1.19. **“Sensitive Data”** means any Client Data that requires a heightened degree of protection under applicable law, including, but not limited to, social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit verification values, credit report information or other personal financial information, health or medical information, or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted requiring heightened standards for data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children’s Online Privacy Protection Act, the Gramm-Leach-Bliley Act, Payment Card Industry Data Security Standards, and special categories of data as defined in the General Data Protection Regulation.
 - 1.20. **“Statement of Work”** or **“SOW”** means a statement of work for Redwood Services, signed by both Parties, setting forth time and materials-based objectives including, without limitation, project-specific activities, and estimated level of effort for Redwood Services to be performed by Redwood and the corresponding Fees to be paid by Client.
 - 1.21. **“Subscription Term”** means the period specified in the applicable Order Form during which Redwood authorizes Client to access and use the Redwood Products.
 - 1.22. **“Support Services”** means the technical support services for Redwood Products outlined in the Redwood support policy, as updated by Redwood from time to time, currently located at <https://www.redwood.com/wp-content/uploads/Maintenance-Policy.pdf>.
2. **TERMS OF ACCESS.**
- 2.1. **Grant of Right to Access and Use.** Subject to the terms of this Agreement and the applicable Order Form, Redwood hereby grants Client the limited, non-exclusive, revocable, non-transferable, non-sublicensable right to have its Authorized Users access and use the Redwood Products and the Documentation for the Subscription Term identified in the applicable Order Form, in the quantities specified in the Order Form(s), for Client’s internal business purposes only, and in accordance with this Agreement and the Documentation. If Client purchases Redwood Services, Redwood grants to Client a limited, non-exclusive, non-transferable, non-sublicensable right to use the Redwood Services solely for Client’s use with the Redwood Products. Unless otherwise indicated in an applicable Order Form, Support Services are included in the subscription Fees for the Redwood

Products. Client agrees that its purchases of the Redwood Products and Redwood Services are not contingent on the provision of, or dependent on any oral or written statements made or provided by Redwood regarding, any future functionality or features.

- 2.2. **Access and Use Restrictions.** Client shall not (which prohibitions shall also apply to Free Trials):
- 2.2.1. except to the extent required by applicable law: (i) disassemble, reverse engineer, nor decompile the Redwood Products or any portion thereof; (ii) copy, distribute, resell, modify, rent, lease, sell, or otherwise use the Redwood Products for the benefit of anyone other than Client; (iii) access or use Redwood Products to create a competing product; or (iv) perform or disclose any benchmark tests relating to Redwood Products;
 - 2.2.2. scrape, spider, or utilize other means of any kind to gain unauthorized access to the Redwood Products, including, but not limited to, accessing API endpoints for which Client or its Authorized Users have not been provided authorization by Redwood;
 - 2.2.3. modify, remove, or obstruct any proprietary rights statement or notice contained in the Redwood Products;
 - 2.2.4. violate the security of Redwood Products, including attempting to test the security or vulnerability thereof, or breach any security or authentication measures; (ii) bypass or disable any protections that may be put in place against unlicensed use of Redwood Products, or actually or effectively circumvent any contractual usage; or (iii) use or access Redwood Products in any way that might disrupt the integrity of or adversely affect the security, stability, performance or functions of Redwood Products; or
 - 2.2.5. (i) use Redwood Products to store or transmit unlawful, fraudulent, infringing, or otherwise unlawful or tortious material, including material that is harmful to children or that violates third-party rights; (ii) upload to or use Redwood Products to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts; or (iii) use Redwood Products in any way that disrupts the overall performance of the Redwood Products.
- 2.3. **Client Responsibilities.** Client is responsible for properly and securely configuring and using the Redwood Products, including taking appropriate action to secure, protect and regularly backup Client Data, as well as ensuring that its accounts are properly authenticated to prevent unauthorized activity. If Client is using a SaaS deployment of the Redwood Products, Client must i) configure the Redwood Products to limit the collection, transmission, or processing of any Personal Data; and ii) limit the inclusion of Personal Data to the amount that is directly relevant and necessary to Client's access and use of the Redwood Products. Furthermore, except as expressly permitted under an Order Form, Client shall not submit any Sensitive Data through the Redwood Products. Redwood has no control over and is not liable for performance issues or downtime of Redwood Products to the extent caused by any third-party software and hardware vendors, except as solely provided for in the terms for the Support Services. Client is responsible and liable for any use of the Redwood Products through Client's account. Client shall immediately notify Redwood of any known or suspected unauthorized use of the Redwood Products or breach of its security and shall use best efforts to stop said breach. Client shall be liable and responsible for any breach of the terms of this Agreement by an Authorized User.
- 2.4. **Reservation of Rights.** Redwood retains all right, title and interest in and to the Redwood Products, Free Trials, Documentation and if applicable, all Redwood Services, including all know-how, methodologies, designs and improvements to the Redwood Products. No title or ownership of any proprietary or other rights related to Redwood Products or Free Trials is transferred or sold to Client or any Authorized User pursuant to this Agreement. All intellectual property rights not explicitly granted to Client are reserved and Redwood, its Affiliates, and their respective suppliers or licensors, where applicable, retain all right, title and interest in and to the Redwood Products and Free Trials, including all intellectual property rights embodied therein, as well as to all Redwood trademarks. Client is not obligated to provide Redwood with any suggestions or feedback about the Redwood Products or Free Trials, but if Client elects to do so, Redwood shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and modify this feedback for any purpose, including developing and improving the Redwood Products and Free Trials, without any liability, time limitation, restriction, or payment to Client.
- 2.5. **Usage Capacity.** If Client purchases consumption-based usage capacity as identified in the Order Form ("**Usage Capacity**"), Client shall 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 may not carry over to any subsequent period. Client acknowledges that the applicable Redwood 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 shall pay for any additional Usage Capacity.
- 2.6. **Affiliates.** During the Term, a Client Affiliate may directly purchase subscriptions to Redwood Products (and related Support Services) and Redwood Services from Redwood by entering into an Order Form with Redwood that incorporates the terms and conditions of this Agreement in a manner that binds such Client Affiliate to the terms and conditions hereof. The Redwood entity entering into such Order Form with Client Affiliate shall be as identified in Section 11.8. The Client shall be liable and responsible for any breach of the terms of this Agreement by such Client Affiliate. Order Forms and SOWs entered into with Client or Client Affiliates may be executed by Affiliates of Redwood other than the Redwood entity identified in Section 11.8.

- 2.7. **AI Features.** Client may use AI Features as part of the Redwood Products. Client acknowledges that Outputs provided to Client may be similar or identical to Outputs independently provided by Redwood to other customers. Each Party will continue to own any component element contained within Outputs that such Party previously owned prior to its curation (e.g. Client Data). The Parties agree that: (1) Client may reproduce, distribute, and prepare derivative works of Outputs in connection with its use of the Redwood Products and solely for its internal business purposes; (2) Redwood may use Outputs in performance of its obligations under the Agreement; and (3) Redwood may use Inputs and Outputs to improve the Redwood Products and Redwood Services, but only to the extent such Inputs and Outputs constitute Aggregated Data and/or Anonymized Data. Client acknowledges that in providing the AI Features to Client, the Redwood Products may aggregate Inputs of Client as well as the Inputs of other clients. Client shall ensure that Inputs do not contain Confidential Information. Notwithstanding the foregoing, Redwood shall not use Inputs to train or otherwise improve the LLMs of any third-party resource providers that underlie such AI Features, provided, however, that Inputs may be used by Redwood to improve upon the accuracy and relevancy of any Outputs generated by AI Features. Use of AI Features is entirely at Client's option, and activated only if Client enables or purchases AI Features as part of the Redwood Products.
- 2.8. **Free Trials.** Redwood may make Free Trials available to Client at Redwood's option, with their use subject to the terms and conditions of this Agreement. In the event of a conflict between this Section and any other portion of this Agreement, this Section shall control. Free Trials that are provided to Client are provided without charge, up to certain usage limits (if any), until the earlier of (i) the end of the free trial period for which the Client agrees to use such Free Trial, (ii) the start of any Redwood Product subscription purchased by Client pursuant to an Order Form covering the scope of the Free Trial, or (iii) termination of the Free Trial by Redwood in its discretion. Client agrees that any termination of Client's access to the Free Trials may be without notice, and Client agrees that Redwood will not be liable to Client or any third party for such termination. Client is solely 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, except to the extent required by law, in which case Redwood will provide Client a reasonable opportunity to retrieve its Client Data. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FREE TRIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND REDWOOD SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE TRIALS UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE REDWOOD'S LIABILITY WITH RESPECT TO THE FREE TRIALS SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, REDWOOD AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CLIENT THAT: (A) CLIENT'S USE OF THE FREE TRIALS WILL MEET CLIENT'S REQUIREMENTS, (B) CLIENT'S USE OF THE FREE TRIALS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) DATA PROVIDED THROUGH THE FREE TRIALS WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CLIENT SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO REDWOOD AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CLIENT'S USE OF THE FREE TRIALS, ANY BREACH BY CLIENT OF THIS AGREEMENT OR APPLICABLE LAW IN ITS USE OF FREE TRIALS, AND ANY OF CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER.
3. **REDWOOD SERVICES.**
- 3.1. **General.** Redwood will provide Client with the requisite days of Redwood Services to the extent identified within a Statement of Work or Order Form. The Parties may define a set of deliverables within a Statement of Work, provided that Redwood will only be obligated to provide Redwood Services within the total amount of time outlined in the SOW or Order Form.
- 3.2. **Fees and Expenses; Delays.** Redwood Services will be provided on a time and materials basis unless otherwise mutually agreed by the Parties in writing, such as in a mutually executed Order Form or SOW as applicable. Redwood will invoice the agreed Fees to Client for Redwood Services as rendered on a time and materials basis, provided that any fixed fee shall be paid by Client upfront. Client shall reimburse Redwood for actual and verifiable out-of-pocket expenses (including travel, lodging, and related expenses) reasonably incurred by Redwood in connection with any Redwood Services. Redwood shall not be responsible for any delay caused by Client, a Client Affiliate, or any third party under contract with Client. Client may delay the commencement of Redwood Services by written notice to Redwood specifying the requested length of the delay provided that if Client delays upon less than two (2) weeks prior written notice and Redwood is unable to reallocate the applicable Redwood personnel on a billable basis to another customer project (which Redwood will use reasonable efforts to do), then Redwood will invoice Client for any Redwood Services that are delayed by Client without such two (2) week notice, at the applicable daily rate for such Redwood Services.
4. **PAYMENTS.**
- 4.1. **Payment.** In consideration of the rights and services granted and provided hereunder, Client shall pay Redwood or the authorized Redwood reseller the Fees set forth in the Order Form(s). Fees will be invoiced annually in advance except as otherwise provided in the applicable Order Form. Client shall remit the Fees to Redwood or the authorized Redwood reseller within thirty (30) days of the date of the invoice, unless (a) Client 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 shall have the right to (a) 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 Redwood 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. Unless otherwise agreed in an applicable Statement of Work, if Client pre-purchases any days for Redwood Services to be used for mutually agreed upon projects involving the Redwood Products, Client shall have one (1) year to consume such days. Redwood shall not provide a credit for any pre-paid Redwood Services days if not utilized within such period.

- 4.2. **Taxes.** All 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 may not be reduced by such Taxes. To the extent that Redwood collects such Tax, Redwood will remit such Tax in the ordinary course. Taxes shall not include taxes based on Redwood's income.

5. **TERM AND TERMINATION.**

- 5.1. **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 has been terminated, or until this Agreement terminates in accordance with the terms herein. Except as otherwise indicated on an Order Form, Redwood Product subscriptions and their respective Subscription Terms shall automatically renew for the Subscription Term and for the Fees set forth in a renewal Order Form provided by Redwood at least sixty (60) days before the end of the then-current Subscription Term (the "**Renewal Order Form**"); 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. Subscription fees are subject to increase based upon prevailing rates at the time of renewal as reflected in a Renewal Order Form.

- 5.2. **Termination.** Either Party may terminate this Agreement (i) upon written notice to the other Party in accordance with Section 11.1 if the other Party (including a Client Affiliate pursuant to Section 2.5) materially breaches this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice thereof or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination: (a) all Order Forms, and all rights, subscriptions, and licenses granted by Redwood, shall automatically terminate; (b) Client shall immediately cease all use of Redwood Products and ensure that Authorized Users do the same; and (c) each Party shall promptly return or destroy all Confidential Information of the other Party in its possession, except that each Party may retain one copy of such Confidential Information to the extent required to comply with applicable laws or regulations, or bona fide written internal document retention practices or policies. All payment obligations of Client incurred, accrued or arising prior to the effective date of termination shall survive and be payable in accordance with the applicable payment terms herein.

- 5.3. **Survival.** The following provisions shall survive any termination of this Agreement: Sections 1 (Definitions), 2.2 (Access and Use Restrictions), 4 (Payments), 5.2 (Termination), 5.3 (Survival), 6 (Confidentiality), 7.4 (Disclaimer), 8 (Limitation of Liability), 9 (Indemnification), 10.1 (Ownership of Client Data) and 11 (Miscellaneous).

6. **CONFIDENTIALITY.**

- 6.1. **Obligations.** Each Party shall: (a) treat as confidential, and shall 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 bona fide need-to-know such Confidential Information, provided that (i) such Representatives are bound by legally enforceable obligations consistent with and at least as restrictive as the provisions of this Section 6 and (ii) the receiving Party shall be 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.

- 6.2. **Exceptions.** (a) Confidential Information shall not include: (i) any information that is or becomes generally available to the public (provided that such information did not become public as a result of the receiving Party's or its Representative's disclosure thereof in breach of this Agreement); (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 a confidentiality obligation with regard to such information); (iii) any information that is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party; or (iv) any information that was in the receiving Party's possession (without restriction on use or disclosure) prior to the time of its disclosure by or on behalf of the disclosing Party. (b) 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, 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.

7. **REPRESENTATIONS AND WARRANTIES.**

- 7.1. **Due Organization, Conflicting Agreements.** Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) it has full corporate power and authority to execute and deliver this Agreement and comply with its obligations herein; and (c) it has no outstanding agreement that would conflict in any material way with the provisions of this Agreement or preclude it from complying with the provisions hereof.
- 7.2. **Redwood Warranties.**
- 7.2.1. **Redwood Products.** Redwood warrants during the applicable Subscription Term that the Redwood 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. In the event of a non-conformance, Redwood shall correct the non-conforming component of the Redwood Products in a reasonable period of time. If Redwood cannot remedy the non-conformance, Client's sole and exclusive remedy, in addition to termination of the Order Form as to the non-conforming Redwood Products, shall be a pro-rata refund of the fees paid for the non-conforming Redwood Product, representing the remaining portion of the unused Subscription Term for the non-conforming Redwood Products.
- 7.2.2. **Redwood Services.** Redwood warrants that the Redwood Services and Support Services 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 Redwood 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 shall either, at its option: (a) re-perform the non-conforming Redwood Services or (b) refund the portion of Fees paid attributable to the non-conforming Redwood Services.
- 7.2.3. **Disclaimer.** The aforementioned warranties do not apply if the Redwood Products and/or Redwood Services have been modified by Client or if the Redwood Products or Redwood Services have not been used or maintained in accordance with this Agreement or the Documentation, and/or if Client is not using a supported version of the Redwood Products.
- 7.3. **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 Redwood 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.
- 7.4. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, REDWOOD PRODUCTS, REDWOOD SERVICES, AND ALL DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND REDWOOD MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. REDWOOD (FOR ITSELF AND ITS AFFILIATES, LICENSORS AND OTHER PROVIDERS) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OWNERSHIP, QUIET ENJOYMENT, SECURITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ACCURACY OF OUTPUTS, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. REDWOOD MAKES NO WARRANTY REGARDING ANY CUSTOMER APPLICATION WITH WHICH THE REDWOOD PRODUCTS OR FREE TRIALS MAY INTEROPERATE. CLIENT SHALL NOT MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF REDWOOD TO ANY THIRD PARTY.
8. **EXCLUSION OF LIABILITY / LIMITATION OF LIABILITY.**
- 8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REDWOOD (OR ITS AFFILIATES, LICENSORS OR OTHER PROVIDERS) OR CLIENT BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES) FOR: (I) (a) LOST PROFITS; (b) LOST BUSINESS, REVENUES OR SAVINGS; (c) BUSINESS INTERRUPTION; (d) LOSS OF GOODWILL; OR (e) LOSS OF ANTICIPATED SAVINGS; OR (II) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY ORDER FORM), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REDWOOD AND ITS AFFILIATES AGGREGATE AND CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL ORDER FORMS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE BY CLIENT FOR REDWOOD 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REDWOOD AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND REDWOOD (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY

THIRD PARTY OR ANY FAILURE OF CLIENT, ITS AFFILIATES, OR ANY AUTHORIZED USER TO COMPLY WITH THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, REDWOOD SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT IF CLIENT IS NOT USING A SUPPORTED VERSION OF THE REDWOOD PRODUCTS. NOTHING IN THIS AGREEMENT (INCLUDING ANY ORDER FORM) SHALL LIMIT OR EXCLUDE EITHER PARTY'S OR ITS AFFILIATES' LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ITS OR THEIR EMPLOYEES, AGENTS OR SUBCONTRACTORS; (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 9; (C) CLIENT'S VIOLATION, MISAPPROPRIATION OR MISUSE OF REDWOOD'S INTELLECTUAL PROPERTY RIGHTS; (D) CLIENT'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTIONS 3.2 AND 4; OR (E) ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9. INDEMNIFICATION.

9.1. **Redwood Intellectual Property Infringement.** Notwithstanding anything to the contrary in this Agreement, and subject to Section 9.3, Redwood agrees to defend, 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 Redwood Products or Redwood 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 shall pay the damages which are finally awarded against Client by final judgment of 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 Redwood Products or Redwood Services become, or in Redwood's opinion are likely to become, the subject of a claim of infringement or injunction, Redwood shall have the right, at its option and expense, to: (a) procure the right to Client's continued use of Redwood Products or Redwood Services; (b) replace or modify Redwood Products or Redwood 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 Redwood Product or Redwood Services. Redwood shall have no liability to the extent that a Third-Party IP Claim arises out of or relates to: (i) use of Redwood Products in a manner that does not comply with this Agreement or the Documentation; (ii) use of Redwood Products or Redwood Services in combination with products, services, applications, content or data not provided by Redwood; or (iii) modifications to Redwood Products or Redwood Services not made by Redwood. THIS SECTION 9.1 STATES REDWOOD'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR THIRD-PARTY IP CLAIMS.

9.2. **Client Indemnification.** Client shall defend and indemnify Redwood against any third-party demands, claim, suit, or proceeding against Redwood to the extent arising out of or related to Client Data. Client shall pay the damages which are finally awarded against Redwood by final judgment of 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.

9.3. **Conditions.** Each Party's indemnification obligations under this Section 9 are conditioned upon: (a) the indemnified Party provides the indemnifying Party with prompt written notice of the indemnifiable claim; (b) the indemnifying Party retains sole control of the defense and settlement of the indemnifiable claim; (c) the indemnified Party does not prejudice the defense of the indemnifiable claim; and (d) the indemnified Party provides 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 shall have the right, at its own expense, to participate in such litigation or defense 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 9. For purposes of any indemnity pursuant to Section 9.1, Redwood's indemnification obligation shall not apply if the Client is using an on-premise version of the Redwood Products and was not using a supported version of the Redwood Products at the time the claim arose. The indemnifying Party shall 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.

10. DATA AND DATA SECURITY.

10.1. **Ownership of Client Data.** As between the Parties, Client retains sole ownership of all Client Data. Client has sole responsibility for the content, accuracy, quality, integrity, 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 for the purpose of providing the Redwood Products, Support Services and Redwood Services to Client, any other related support and administration as requested by Client or permitted hereunder, and to generate any Anonymized Data or Aggregated Data which Redwood may use for purposes of improving the Redwood Products, Redwood Services, and Support Services. Redwood retains sole ownership of all Anonymized Data, Aggregated Data and Performance Metrics.

10.2. **Third Party Software.** The Redwood Products may incorporate or otherwise access certain open source or other third-party software, data, services, or other materials for the hosting and delivery of the Redwood Products, which are identified in the Documentation. Redwood makes no representation, warranty, or other commitment regarding such third-party materials, and hereby disclaims any and all liability relating to Client's use thereof.

- 10.3. **Security.** Redwood will implement, as part of Redwood Products, appropriate technical and organizational measures designed for the protection of the security and confidentiality of Client Data resident in Redwood Products against accidental or unlawful loss, access or disclosure, consistent with the security protocols further 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 copies of upon Client request. Client shall use commercially reasonable efforts to prevent unauthorized access to and use of the Redwood Products and shall 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 Redwood Products in case of a security breach or threat. Without limiting its obligations under this Agreement for Client Data within the Redwood Products, Redwood shall not be liable for Client Data transferred or transmitted out of Redwood's systems pursuant to a Client's instructions or configuration of the Redwood Products.
- 10.4. **Data Processing and Transfer.** To the extent that Redwood processes any personal data within or originating from the European Economic Area, the UK or Switzerland ("**EEA/UK/Swiss Personal Data**") in the course of providing Redwood Products, Support Services or Redwood Services to Client, Redwood's current Data Processing Agreement shall govern any such processing. Transfers of EEA/UK/Swiss Personal Data that are made to Redwood in the US or another GDPR non-adequate country ("**Restricted Transfers**") shall be governed by one or more of the following data transfer mechanisms (at Redwood's option): (a) binding contractual or other provisions, such as the controller-to-processor standard contractual clauses approved by the European Commission and in the UK the IDTA (and the IDTA Addendum) approved by the UK Government from time to time; (b) Redwood's certification to any program approved by a competent authority and permitting the transfer of EEA/UK/Swiss Personal Data, such as binding corporate rules, or any successor to the US-EU/US-Swiss Privacy Shield Framework; or (c) any other data transfer mechanism that is valid in the jurisdiction from which the EEA/UK/Swiss Personal Data originates.
11. **MISCELLANEOUS.**
- 11.1. **Notices.** Notwithstanding anything to the contrary, notices may be given or made pursuant to this Agreement electronically including via Redwood's customer portal. Notwithstanding the foregoing, any notice concerning a material breach or termination of this Agreement (including the Order Forms) must be in writing and delivered by certified or registered mail or internationally recognized express courier or overnight delivery service and shall be deemed given upon personal, confirmed, or documented delivery. All written notices or other written communications to Redwood shall be provided to the relevant address first listed in Section 11.8 below and addressed to: **ATTENTION: LEGAL DEPARTMENT.** All written notices to the Client shall 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. With respect to notices and other communications by Redwood regarding the DPA, the Support Services, or any other information provided through Redwood Products, such notices shall be deemed given when posted on Redwood's customer portal or e-mailed to the Client's account administrator(s).
- 11.2. **Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement and the Order Forms may not be amended or modified, nor any of its provisions waived, except by mutually signed written agreement. Any failure or delay to enforce or exercise any right or remedy shall not be deemed a waiver of such or any other right or remedy. If any court of competent jurisdiction holds any provision of this Agreement or any Order Form as null, void, or otherwise ineffective or invalid, such provision shall 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 shall remain in full force and effect and shall not be affected thereby. Section headings in this Agreement are used solely for convenient reference and shall not be deemed to define or limit the provisions of this Agreement. Redwood shall not be bound to any terms or response related 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 shall be: (i) this Agreement; and (ii) the applicable Order Form or SOW except to the extent the Order Form or SOW expressly supersedes a specified provision of this Agreement.
- 11.3. **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. Redwood shall be solely responsible for the conduct and supervision of its personnel in the performance of its obligations hereunder. Neither Party shall have 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 in any way whatsoever. There are no third-party beneficiaries under this Agreement.
- 11.4. **Assignment.** Neither this Agreement nor any Order Form nor any right or obligation hereunder or thereunder may be assigned, transferred, or delegated, by operation of law or otherwise, in whole or in part, by Client without Redwood's prior written consent. Redwood may assign this Agreement or an Order Form to any Affiliate or in the context of a Change of Control. A Change of Control of Client shall be deemed an assignment of this Agreement. "Change of Control" of Client means a transaction or series of transactions (a) under which direct or indirect control of Client is acquired by persons or entities other than those who, directly or indirectly, control Client as of the Effective Date or (b) resulting in the sale of all or substantially all of Client's business or assets utilizing any part of Redwood Products. Subject to the foregoing, this Agreement (including the Order Forms) shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

- 11.5. **Publicity.** Neither Party may issue or make any press release, announcement or publication containing or otherwise use any of the other Party's trademarks, logos, or other forms of branding without the other Party's prior written approval, provided that, during the Term, Redwood may list Client along with Client's logo as a customer of Redwood Products on Redwood's website and in other Redwood marketing materials.
- 11.6. **Force Majeure.** Except for payment obligations, neither Party will be considered to be in breach of this Agreement (including the Order Forms) 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 Event"), and the Party so affected shall be excused from such delay or performance to the extent of such Force Majeure Event. Each Party shall use reasonable efforts to mitigate the effect of a Force Majeure Event. If the Party affected by Force Majeure Event fails to resume performance of the relevant obligations after the reasons for the temporary exemption from performance of the obligations due to Force Majeure Event disappear, such Party shall be liable to the other in this regard.
- 11.7. **Compliance with Anti-Corruption, Trade, and Export Compliance Laws.** (a) Client shall not, and shall not permit Authorized Users to, access, use, export or re-export Redwood Products, or use Redwood Products or Redwood Services to access, use, export or re-export Client Data, in or to a U.S.-embargoed country or in violation of any applicable export law, regulation, order or sanction. Each Party and its Affiliates shall comply, and Client and its Affiliates shall cause the Authorized Users to comply with all applicable anti-corruption and anti-bribery laws and regulations in its use or provision of Redwood Products, including the United States Foreign Corrupt Practices Act and the United Kingdom's Bribery Act 2010 (each as may be updated, superseded or replaced from time to time). (b) Client Represents that neither it nor any of its Affiliates is (i) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions list under any other Sanctions Laws (which as of September 1, 2025 includes Cuba, Iran, North Korea, and the Crimea region). Client represents its use of the Redwood Products or Redwood Services, including use by its Affiliates, will comply with all applicable sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("**Sanctions Laws**"). Client agrees to indemnify Redwood if Redwood becomes subject to liability because of Client or any of its Affiliates or any Client's non-compliance with applicable export laws or Sanction Laws.
- 11.8. **Redwood Entity, Governing Law and Dispute Resolution.** 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 indicated in the signature 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:
- 11.8.1. If the Client is domiciled in the United States of America, Canada, Mexico, or South America: (i) the Redwood Entity is Redwood Software Inc., with offices at 3201 Dallas Parkway, Suite 810, Frisco TX 75034; and (ii) any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, shall be governed by the laws of the State of Delaware, without regard to the application of any conflicts of laws principles. Any dispute relating to or arising out of this Agreement shall be heard in the state or federal courts of the State of Delaware, and the Parties agree to jurisdiction and venue therein. Each of the Parties hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action.
- 11.8.2. If the Client is domiciled in the United Kingdom, Africa, Asia Pacific, Middle East, or Japan: (i) the Redwood Entity is Redwood Software UK Ltd, company number 03579769, with offices at Redwood Software UK Ltd., Redwood Court 80b, The High Street Burnham, Buckinghamshire, England, SL17JT; (ii) any dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales; (iii) each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
- 11.8.3. If the Client is domiciled in a Member State of the European Union, excluding Germany or Austria (See Section 11.8.4) or any other country not stated in Section 11.8.1 or 11.8.2: (i) the Redwood Entity is Redwood Software Nederland B.V. Waterveste 3 3992 DB Houten, The Netherlands; (ii) any dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law; and (iii) the courts of Utrecht, The Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
- 11.8.4. If the Client is domiciled in Germany or Austria: (i) the Redwood Entity is Redwood Systems B.V. having a branch office at Wilhelmstraße 78, 68799 Reilingen, Germany; (ii) this Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement will be governed by the laws of Germany; and (iii) the courts of Dusseldorf, Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
- 11.8.5. If the Client is domiciled in Switzerland: (i) the Redwood Entity is Redwood Software Switzerland GmbH having its registered office at Gotthardstrasse 28, CH-6304 Zug, Switzerland; (ii) this Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement will be governed by the laws of Switzerland;

and (iii) the courts of Zug, Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

- 11.9. **Counterparts.** This Agreement and each Order Form may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts by electronic mail, electronic form (including execution by way of an electronic or other signature stamp ("E-signature")), website submission, facsimile or original manual signature, regardless of the means or any variation in pagination or appearance, shall be binding upon the Parties.
