

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into by Towerwall Inc. and the customer identified in an applicable Order (the "Customer"). This Agreement contains the terms and conditions governing all services provided by Towerwall to Customer (the "Services"). This Agreement is published at <https://towerwall.com/msa> and is incorporated by reference into each Statement of Work, Method of Procedure, or Quote executed by the Parties (each, an "Order"). Towerwall will provide the Services to Customer subject to these terms and conditions. By signing an Order, Customer accepts and agrees to be bound by this Agreement. The terms published as of the date of the full execution of the applicable Order (the "Effective Date") shall control for that Order. Towerwall and Customer are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Towerwall is an information security firm providing cybersecurity consulting, assessment and testing, managed security, and related professional and technical services, together with associated hardware and software, and such other information technology and security services as the Parties may agree in an Order;

WHEREAS, Customer desires to engage Towerwall in support of Customer's information security, risk management, and regulatory compliance objectives;

WHEREAS, Towerwall has agreed to provide such services under the terms and conditions set forth in this Agreement and in one or more Orders; and

WHEREAS, Customer has had the opportunity to review this Agreement as published at <https://towerwall.com/msa> and, by executing an Order that references it, intends to be legally bound by its terms;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the applicable Order, and intending to be legally bound, the Parties agree as follows:

1. STATEMENT OF WORK; SERVICES

- (a) Towerwall will provide to Customer the services, hardware, software, and other deliverables (collectively, the "**Services**") as set forth in an Order. This Agreement is incorporated by reference into each Order, as if fully set forth therein, whether or not physically attached to it, and Customer's execution of an Order constitutes unconditional acceptance of the terms, conditions, covenants, and/or representations in this Agreement and is bound by the version published at the time of the Effective Date of the applicable Order at <https://towerwall.com/msa>. In the event of a conflict between the terms of this Agreement and an Order, the terms of this Agreement shall control unless the Order explicitly states an intent to override a specific section of this Agreement.
- (b) All Services will be performed in accordance with the applicable Order. If Customer requests any modification to an Order, or if Towerwall identifies a necessary adjustment to the scope, timeline, or fees, Towerwall will prepare a written change order ("**Change Order**"). Towerwall is under no obligation to perform modified services until a Change Order is executed by both Parties. Upon full execution, a Change Order will amend the applicable Order and incorporate this Agreement.
- (c) Towerwall may subcontract any portion of the Services in its sole discretion without Customer's prior consent. Towerwall will remain responsible for the general performance of its subcontractors, provided that Towerwall shall not be liable for any indirect, incidental, or consequential damages caused by subcontractor performance or delays.
- (d) Customer shall provide Towerwall, on a timely basis, with all the access, information, personnel, facilities, decisions, and cooperation required by Towerwall to perform the Services. Towerwall shall be excused from any failure or delay in performance caused by Customer's failure to do so, and Customer shall reimburse Towerwall for all additional time, labor, and expenses incurred by Towerwall as a result of such Customer delay or failure, billed at Towerwall's then-current standard hourly rate.

2. SECURITY TESTING AUTHORIZATION

- (a) Where an Order includes penetration testing, red team exercises, vulnerability assessment, social engineering, or any other activity involving accessing, probing, or attempting to compromise systems, networks, applications, facilities, or personnel (“**Security Testing**”), Customer represents and warrants that it owns, controls, or is otherwise duly authorized to permit Security Testing of every system, network, application, facility, and account identified in the applicable Order and/or any accompanying letter of authorization provided to Towerwall (“**Letter of Authorization**”) and that it has obtained all necessary consents from third parties, including but not limited to hosting, cloud, and managed service providers, for such Security Testing. The Customer acknowledges that Towerwall is providing the Security Testing services solely in reliance upon this representation and warranty.
- (b) Towerwall is under no obligation to begin Security Testing until it has received a Letter of Authorization fully executed by an authorized representative of Customer that identifies the in-scope systems and any exclusions, the authorized testing window, any blackout periods, and a Customer emergency contact available twenty-four (24) hours a day for the duration of the testing window. Security Testing will be performed within the scope and window so authorized, provided that Towerwall reserves the right to suspend testing immediately and without liability if Towerwall, in its sole discretion, detects an unexpected risk to system stability or security. Any change to scope or window requires a revised Letter of Authorization and a Change Order.
- (c) Customer acknowledges and agrees that Security Testing may cause operational risks, including but not limited to the ability to degrade, interrupt, or otherwise affect the availability, data integrity, or performance of systems, and that Towerwall cannot guarantee that such effects will not occur. Towerwall will use commercially reasonable efforts to minimize such effects. Towerwall shall have no liability for any effects of Security Testing, and Customer is solely responsible for maintaining comprehensive, current, and verified backups of all in-scope systems prior to and during the testing window.
- (d) Customer shall indemnify, defend, and hold harmless Towerwall and its directors, officers, employees, agents, and subcontractors against any Claims (as defined in Section 9) arising from or related to: (i) Customer’s lack of authority to permit Security Testing of any system identified by Customer, (ii) Customer’s misidentification of any in-scope system, network, application, or account, or (iii) any failure of Customer to maintain current back-ups, or (iv) any claims brought by third-party hosting or cloud providers alleging unauthorized access.

3. COMPENSATION AND BILLING

- (a) In consideration of providing the Services, Customer shall pay to Towerwall the fees described in the applicable Orders. Unless otherwise set forth in an Order or Change Order, said fees will be payable fifty percent (50%) upon execution of the Order as a non-refundable commencement deposit, and the remaining fifty percent (50%) shall be due and payable within thirty (30) days of receipt by Customer of an invoice from Towerwall after completion of the Services. Upon Customer’s request, Towerwall agrees to provide to Customer reasonable supporting documentation concerning any invoiced amounts, provided that Customer may not withhold or delay payment of any invoice pending receipt of such documentation.
- (b) Customer shall reimburse Towerwall for all expenses incurred in accordance with any Order, within ten (10) days of receipt by the Customer of an invoice from Towerwall. Towerwall reserves the right to require an upfront deposit from Customer for any anticipated travel or material third-party expenses prior to incurring them.
- (c) All hourly rates, fees, and prices set forth in an Order are exclusive of all taxes, fees, tariffs, and duties. Unless it otherwise provides to Towerwall a tax exemption certificate prior to the execution of the applicable Order, Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any federal, state, or local governmental entity (collectively, “Taxes”) on any amounts payable by Customer hereunder; and to the extent that Towerwall is required to pay any such Taxes, Customer shall reimburse Towerwall. Notwithstanding the foregoing, Customer shall not be liable for any taxes payable based upon the net income of Towerwall.

- (d) All late payments shall bear interest at the lesser of (a) the rate of 1.5% per month (18% per annum); and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. To dispute an invoice, Customer must notify Towerwall in writing of the specific, itemized grounds for dispute within five (5) days of the invoice date and must pay all undisputed portions of the invoice when due, or forfeit the right to dispute. Customer shall also reimburse Towerwall for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees and collection agency fees. In addition to all other remedies available under this Agreement or at law (which Towerwall does not waive by the exercise of any rights hereunder), Towerwall shall be entitled to suspend the provision of any Services immediately, remove any installed deliverables, or deactivate any software licenses if any payment is overdue, without prior notice and without liability for any resulting Customer disruption.

4. **TERM/TERMINATION/SURVIVAL**

- (a) This Agreement shall commence on the Effective Date of the initial Order, and shall remain in effect for so long as any Order remains in effect (the "**Term**"), unless sooner terminated pursuant to Section 4(b) or Section 4(e). Upon expiration or termination of all Orders, this Agreement shall terminate, except for those provisions that survive as provided in Section 4(f).
- (b) Either Party may terminate this Agreement, or any active Order, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:
- (i) Materially breaches this Agreement, or an Order and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.
 - (ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - (iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing.
 - (iv) Is dissolved or liquidated or takes any corporate action for such purpose.
 - (v) Makes a general assignment for the benefit of creditors.
 - (vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) Upon termination of this Agreement, or an Order for any reason, Customer will pay Towerwall immediately for all Services Towerwall performed, deliverables provided, and costs, commitments, and third-party expenses incurred or accelerated up through and including the date of termination. All prepaid fees are strictly non-refundable. In the event an Order provides for a third-party software subscription, license fee, or hardware lease that extends past the termination date, Customer agrees to pay Towerwall on demand for the remaining subscription, license fees, or lease fees, through the end of their stated term and shall not receive any refund for any such amounts.
- (d) Towerwall may terminate a Customer's license in any deliverables or software upon notice for failure to comply with the terms of this Agreement or an Order. Upon termination of the Customer's license, Customer will immediately cease using, destroy, or return to Towerwall all Towerwall materials and all partial or complete copies thereof, and provide written certification of their destruction signed by an officer of Customer to Towerwall within three (3) days.
- (e) Notwithstanding anything to the contrary in Section 4(b)(i), Towerwall may terminate this Agreement or any Order immediately upon written notice if Customer fails to pay any amount when due hereunder or if Customer fails to make timely payments more than one (1) time in any six (6) month period.

- (f) The rights and obligations of the Parties set forth in this Section 4 and in Sections 2, 3 (with respect to unpaid amount) 6, 7, 8, 9, 10, 11, 12, 14(b), 14(f), 14(g), 14(h), 14(j), 14(k), and 14(n), and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

5. **ELIGIBILITY AND PERSONNEL SCREENING**

Each Party represents that it is not, and any of its personnel performing under an Order are not currently listed on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or excluded from participation in federal procurement through the System for Award Management. Towerwall represents that each Towerwall employee regularly granted administrative-level access to Customer systems under an Order has completed a standard commercial background check consistent with applicable law and Towerwall's then-current internal screening policy, which may be updated by Towerwall from time to time in its sole discretion. If Towerwall becomes aware that any personnel assigned to an Order fails to meet the criteria in this Section, Towerwall's sole obligation and Customer's exclusive remedy shall be for Towerwall to replace such personnel within a reasonable period, which failure to replace within thirty (30) days of written notice shall constitute a material breach under Section 4(b).

6. **CONFIDENTIAL INFORMATION**

- (a) From time to time during the Term, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information which relates to the business, operations, products, or plans of the Disclosing Party and which is not known to the general public, including the terms of any Order, but excluding the text of this Agreement as published by Towerwall (hereinafter, "Confidential Information"). Notwithstanding anything to the contrary, Towerwall's Confidential Information shall automatically include all proprietary security assessment methodologies, scripting, customized software tools, scanning techniques, reporting formats, threat intelligence data, and malware samples utilized or developed by Towerwall in the performance of the Services. The Receiving Party will not at any time, without the express prior written consent of an authorized representative of the Disclosing Party: (i) use Confidential Information for any purpose other than for and in connection with the performance of the Services or the exercise of its rights under this Agreement; (ii) disclose any Confidential Information to any other person or entity, except to the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or to perform its obligations under this Agreement; or (iii) use any Confidential Information for its own benefit or the benefit of any other person or entity. The Receiving Party shall at all times protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care. Promptly upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information in its possession and provide a written certification of destruction; provided, however, that Towerwall shall be entitled to retain copies of Customer's Confidential Information to the extent required by applicable law, professional compliance standards, or automated server backup and disaster recovery systems, subject to the ongoing confidentiality obligations of this Section 6.
- (b) The foregoing obligations shall not apply to information which: (i) was rightfully known to the Receiving Party prior to receipt from the Disclosing Party; (ii) is or lawfully becomes generally available to the public through no fault or breach of the Receiving Party; (iii) is acquired by the Receiving Party from a third party who has a lawful right to disclose such information without an obligation of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.
- (c) This Section 6 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority

("Required Disclosure"); provided, however, that the Receiving Party promptly gives the Disclosing Party prior written notice of such Required Disclosure, to the extent permitted by law, so as to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. If no protective order is obtained, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally compelled to disclose.

7. DATA PROTECTION

- (a) Towerwall will comply with all applicable laws and regulations relating to the protection of personal information, including, to the extent applicable, 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth. To the extent Towerwall, its agents, subcontractors, or employees are permitted access to personal data held by Customer for any reason, or are supplied with or otherwise provided personal data by Customer for any purpose (collectively, "**Personal Data**"), Towerwall, its agents, subcontractors, and employees shall: (i) use and hold such Personal Data only for the purposes of providing the Services, and shall not otherwise disclose, modify, amend, or alter the contents of such Personal Data unless specifically authorized in writing by Customer or required by applicable law; (ii) implement and maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of such Personal Data to protect it from loss or unauthorized access, use, or disclosure; (iii) comply in all material respects with applicable law; (iv) notify Customer in accordance with Section 7(b) if Towerwall becomes aware of any Security Incident involving Customer's Personal Data; and (v) upon Customer's written request following the termination of the applicable Order, cease to use and return to Customer, or destroy, any Personal Data of Customer, subject to the backup retention allowances set forth in Section 6(a). Customer acknowledges and agrees that Towerwall's intentional access, exposure, or manipulation of Personal Data within the scope of authorized Security Testing (as defined in Section 2) shall not constitute a violation of this Section or a Security Incident.
- (b) Towerwall shall notify Customer without undue delay, and in any event within seventy-two (72) hours after Towerwall's internal security team definitively confirms that an actual, unauthorized acquisition or exfiltration of Customer's Confidential Information or Personal Data has occurred on systems entirely owned and managed by Towerwall (a "**Security Incident**"). Following such notification, Towerwall shall cooperate with Customer's reasonable requests for information regarding the Security Incident, provided that Customer shall reimburse Towerwall for all engineering, investigative, and remediation hours spent at Towerwall's then-current standard emergency hourly rates, unless the Security Incident was caused solely by Towerwall's gross negligence or willful misconduct. Where Towerwall is engaged under an Order to monitor or manage Customer systems, Towerwall's incident-handling obligations with respect to those systems are strictly limited to those as set forth in that Order.

8. INTELLECTUAL PROPERTY.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, software, scripting, methodologies, templates, tools, reports, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Towerwall in the course of performing the Services, including any items identified as such in the Order (except for any Confidential Information of Customer or materials provided by Customer to Towerwall ("**Customer Materials**")), shall be owned exclusively by Towerwall or its licensors. Towerwall hereby grants Customer, subject to full and timely payment of the fees set forth in the relevant Order and compliance with the terms of this Agreement, a limited, revocable, non-exclusive, personal, non-assignable, non-transferable, non-sublicensable, fully paid-up, royalty-free license, to use the final written deliverables solely for Customer's internal business purposes during the Term of the applicable Order. Notwithstanding the foregoing, in the event that any third-party software or open-source code is incorporated into any deliverable, Customer shall be subject to and shall comply with the license terms applicable to such software and Towerwall provides no warranties with respect thereto. Customer retains all right, title, and interest in and to Customer Materials, provided that Customer grants Towerwall a worldwide, royalty-free, non-exclusive license to use, reproduce, and modify Customer Materials during the Term to the extent necessary to provide the Services. Nothing in this Agreement shall preclude Towerwall from developing, using, or marketing for itself or any third party

any materials, concepts, code libraries, know-how, or techniques that are similar to or competitive with those developed or utilized under this Agreement.

9. **INDEMNIFICATION**

- (a) Customer (as the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless Towerwall and its directors, officers, employees, agents, subcontractors, and representatives (each, an “**Indemnified Party**”) against any and all actual, threatened, or asserted third-party losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses, and disbursements, including reasonable attorneys' fees (“**Claims**”) arising out of or relating to: (i) Customer's breach of any representation, warranty, or covenant in this Agreement or an Order; (ii) the gross negligence or willful misconduct of Customer or its employees, agents, or separate contractors; (iii) the infringement by any Customer Materials or directions provided by Customer of any third-party patent, copyright, trademark, trade secret, or other intellectual property right; or (iv) any unauthorized use or deployment of the Services or deliverables by Customer.
- (b) Towerwall shall only be obligated to indemnify Customer against third-party Claims directly arising from an explicit ruling that the final written deliverables prepared solely by Towerwall (excluding any third-party software, open-source code, or elements built to Customer's specifications) directly infringe a valid U.S. copyright or patent, provided that such infringement is caused solely by Towerwall's gross negligence or willful misconduct.
- (c) The Indemnified Party will promptly notify the Indemnifying Party in writing of any third-party Claims covered by this Section 9, provided that any delay or failure by Customer to notify Towerwall within five (5) business days shall completely relieve Towerwall of its obligations under this Section 9. Promptly after receipt of such notice, the Indemnifying Party will assume the defense of such claim with counsel selected in its sole discretion. The Indemnifying Party will have sole authority to settle or compromise any Claim or consent to the entry of any judgment, provided that such settlement does not admit fault or impose financial liability on the Indemnified Party without the Indemnified Party's written consent. The failure of the Indemnified Party to promptly notify the Indemnifying Party of any suit, claim, or demand covered by this Section 9 will not relieve the Indemnifying Party of its obligations under this Section 9, unless the Indemnifying Party is materially prejudiced by such failure to provide notice.

10. **WARRANTY**

- (a) Towerwall represents and warrants to Customer that it shall perform the Services in a workmanlike and professional manner in accordance with generally recognized industry standards for similar services. Customer acknowledges and agrees that due to the inherent nature of offensive security, penetration testing, and vulnerability scanning, Towerwall does not warrant or guarantee that the Services or deliverables will identify every vulnerability, security flaw, or exploit within Customer's systems, nor does Towerwall warrant that the Services will not cause intermittent system downtime, data degradation, or operational interruptions.
- (b) TOWERWALL MAKES NO WARRANTIES EXCEPT FOR THOSE EXPLICITLY PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, OR INFERRED FROM A COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY TOWERWALL AND WAIVED BY CUSTOMER.
- (c) As to any software or hardware manufactured or developed by a third party: (i) it is solely warranted by the manufacturer's product warranty, if any; (ii) Towerwall makes no warranty, express or implied, and all warranties, including without limitation the warranties of merchantability, non-infringement, and fitness for a particular purpose are hereby strictly disclaimed; (iii) Towerwall does not warrant that the software or hardware will run uninterrupted, securely, or error free; and (iv) Customer is solely responsible for the selection of the software and hardware to achieve its intended results and for the results actually obtained.

- (d) Customer's sole and exclusive remedy, for a confirmed breach of the warranties in Section 10(a) shall be limited to Towerwall, at its sole discretion, either: (i) re-performing the specific non-conforming portion of the Services at no additional charge to Customer, or (ii) issuing a credit or refund to Customer for the specific portion of the fees actually paid to Towerwall for the non-conforming Service.
- (e) The foregoing remedy shall not be available unless Customer provides detailed written notice of such breach to Towerwall within ten (10) days of the performance of such specific Service, after which time all Services and deliverables shall be deemed unconditionally accepted by Customer.

11. **LIMITATION ON LIABILITY.**

- (a) Notwithstanding anything to the contrary in this Agreement or any Order, Towerwall's total aggregate liability, along with that of its directors, officers, employees, representatives, agents, and subcontractors, for any and all claims, losses, or damages arising out of, relating to, or in connection with this Agreement or an Order in any action whatsoever (whether in contract, tort, negligence, strict liability or otherwise) shall be strictly capped at and shall not exceed, the amount of fees actually paid by Customer to Towerwall under the specific Order giving rise to the claim during the six (6) month period immediately preceding the event giving rise to liability. The foregoing does not in any way affect Customer's unconditional obligation to pay all amounts due under this Agreement or any Order. Customer agrees that no action or claim arising out of or related to this Agreement may be brought by Customer more than one (1) year after the cause of action accrues, or it shall be deemed permanently waived.
- (b) IN NO EVENT SHALL TOWERWALL OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SHAREHOLDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, OR INTEREST THEREON, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES, EVEN IF TOWERWALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL TYPES OF DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF BUSINESS INFORMATION (INCLUDING LOSS OR REPLACEMENT OF ANY DATA, MEMORY, OR INFORMATION WHICH IS ALTERED OR DAMAGED), DATA CORRUPTION, DATA LOSS, CYBER ATTACKS, NETWORK INTRUSIONS, SYSTEM EXPLOITATION, BUSINESS INTERRUPTION OR SERVICE AVAILABILITY OUTAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS CLAIMED, INCLUDING THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF TOWERWALL.
- (c) BOTH PARTIES IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER.
- (d) In the event Customer fails to make any payment when due or otherwise breaches this Agreement or an Order, and Towerwall retains the services of an attorney to effect the collection of such amounts or enforce Towerwall's rights hereunder, Customer shall pay to Towerwall all reasonable fees and costs incurred by it, including, without limitation, reasonable attorneys' fees, pre-judgment interest, and related costs immediately upon demand, whether or not a formal lawsuit is filed.

12. **INSURANCE**

- (a) Towerwall shall maintain, at its own expense, with financially sound and reputable insurers, the insurance covering the conduct of its business during the Term:
 - (i) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - (ii) Professional Liability/Errors and Omissions OR Products/Completed Operations Liability: \$1,000,000 per claim and in the aggregate.

Each of the above limits of coverage may be met through a single policy or by a combination of primary coverage and an umbrella policy.

- (b) Customer shall maintain, at its sole cost, standard commercial general liability, property, and cyber/business interruption insurance sufficient to cover its own systems, operational risks, and data assets.
- (c) Towerwall will, upon written request from Customer, not more than once per year, provide certificates of insurance evidencing the above required coverage. Towerwall shall cause its Commercial General Liability policy to name Customer as an additional insured, solely to the extent of liabilities directly caused by the gross negligence or willful misconduct of Towerwall's on-site personnel. Towerwall will use commercially reasonable efforts to provide notice to Customer if Towerwall's core insurance policies are cancelled without replacement. Towerwall's insurers shall waive rights of subrogation against Customer on the Commercial General Liability policy only, provided such waiver does not invalidate or impair the baseline terms of the underlying policy.

13. **COMPLIANCE WITH LAWS**

Each Party will, in connection with the performance of this Agreement and each Order, comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and codes, including, without limitation, the U.S. Foreign Corrupt Practices Act. Towerwall will maintain its core corporate permits, certificates, licenses, consents, approvals, and authorizations ordinarily necessary for it to operate its business and for the performance of the Services.

14. **GENERAL**

- (a) Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement or Order without the prior written consent of Towerwall. Any purported assignment or delegation in violation hereof shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Towerwall may freely assign any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of Towerwall's assets, equity, or business operations, without Customer's consent and without fee or penalty.
- (b) All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, or by email to the address designated for the recipient below or in the applicable Order (with confirmation of transmission), proper postage or other charges paid and addressed or directed to the respective Parties as follows:

To Towerwall: Towerwall, Inc., Attn: Controller, 10 Speen Street, Suite 4-01, Framingham, MA 01701

Email: contracts@towerwall.com

To Customer: At the name, address, and email address specified in the applicable Order.

Such notice will be deemed to have been given or made when actually received or three (3) business days after being sent by mail as specified above, whichever occurs first. Notice given by email shall be effective if sent to the email address designated for the recipient in this Section or in the applicable Order, and shall be deemed given one (1) business day after transmission, provided that the sender does not receive an automated delivery failure notice.

- (c) The relationship of the parties to each other under this Agreement shall be that of an independent contractor, and nothing contained herein shall be construed to constitute, create, or in any way be interpreted as a joint venture, partnership, or business organization of any kind. Additionally, under no circumstances shall the employees, agents, or subcontractors of Towerwall be considered

employees or agents of Customer. Towerwall retains sole control over the manner, means, and methods of performing the Services.

- (d) If any term or provision or part thereof of this Agreement is declared invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability thereof will not affect the remaining terms or provisions of this Agreement. The Parties shall negotiate in good faith to replace such invalid provision with a valid provision that best reflects the original commercial intent of the Parties.
- (e) Failure to enforce any of the terms or conditions of this Agreement will not constitute a waiver of any such terms or conditions, or of any other terms or conditions. A Party will only waive its rights hereunder to the extent stated expressly in a writing signed by such Party.
- (f) This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising hereunder, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflicts of law principles.
- (g) Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any Order, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court for the District of Massachusetts or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Massachusetts sitting in Middlesex County, Massachusetts, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceedings only in the federal and state courts of the Commonwealth of Massachusetts, sitting in Middlesex County, Massachusetts. Each Party irrevocably waives any objection to the laying of venue in such courts and any claim that such courts represent an inconvenient forum.
- (h) In the event of any inconsistency or conflict between this Agreement and an Order, this Agreement shall control unless and to the extent the Order executed by the Parties expressly states otherwise. Any terms contained in a Customer purchase order, vendor portal terms, vendor registration form, security questionnaire, or similar document are explicitly rejected and shall be of no force or effect, whether or not Towerwall acknowledges, signs, or performs against such document.
- (i) Neither Party shall issue any press release, or other public announcement, written or oral, describing the specific scope of Services without the other Party's prior written consent. Notwithstanding the foregoing, Towerwall retains a worldwide, royalty-free, non-exclusive license to utilize Customer's name and logo on Towerwall's website, marketing collateral, investor pitches, and sales presentations to identify Customer as a client of Towerwall, unless Customer opts out by advance written notice sent to Towerwall as set forth in the notice provisions contained herein.
- (j) This Agreement and all Orders executed by the Parties constitute the entire understanding of the Parties with respect to the subject matter hereof and supersede and replace all prior contracts, agreements, and understandings relating thereto, whether written or oral. No waiver, consent, change, or modification to this Agreement shall be binding unless in writing and signed by duly authorized representatives of Customer and Towerwall. Notwithstanding the foregoing, Towerwall may publish updated versions of this Agreement in accordance with Section 14(n). The version of this Agreement in effect as of the Effective Date of an Order shall govern that Order for its full duration and shall not be altered by any subsequent publication.
- (k) This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (l) No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Towerwall hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted

Party's (the "**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, actions, or regulatory freezes; (e) embargoes or blockades in effect on or after the Effective Date of the applicable Order; (f) national or regional emergency; (g) strikes, labor stoppages, slowdowns, or other industrial disturbances affecting Towerwall's workforce, suppliers, or subcontractors; (h) telecommunication breakdowns, widespread internet or internet service provider outages, cloud infrastructure failures, software distribution platform outages, distributed denial-of-service (DDoS) attacks, ransomware attacks, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that Towerwall's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section 14(m), the Party not suffering the Force Majeure Event may thereafter terminate the affected Order upon thirty (30) days' written notice, provided that Customer pays for all work performed up to the termination date.

- (m) **Online Updates.** Towerwall may update this Agreement from time to time by publishing a new version at <https://towerwall.com/msa>. The version of this Agreement in effect as of the Effective Date of each Order shall govern that Order for its full duration. An Order may identify the applicable version by version number and effective date; absent such identification, the version published as of the Order's Effective Date shall apply. Towerwall shall retain each prior published version of this Agreement together with its effective date for its own historical records. Customer acknowledges and agrees that it has reviewed, understands, and accepts the then-current version of this Agreement before executing an Order.
- (n) **Standard Form; Authority.** This Agreement is published by Towerwall as a standard form master services agreement and is incorporated by reference as if fully set forth into each Order. Except as expressly permitted in an Order signed by both Parties, the terms of this Agreement are not subject to negotiation or amendment, and any purported alterations made unilaterally by Customer are explicitly rejected. Customer's execution of an Order constitutes full, unconditional, and irrevocable acceptance of the terms and conditions in this Agreement in its published form at the time of the Effective Date. The individual executing an Order on behalf of Customer represents and warrants that he or she has full corporate power and authority to execute such Order and legally bind Customer to that Order and to this Agreement, and Customer waives any defense to the contrary.