These General Terms and Conditions, together with any Work Authorization, as defined below, and applicable Hosting Terms and Conditions (located at https://itx.com/resources/hosting-terms-and-conditions/), which are incorporated by reference, constitute the entire agreement (collectively, the "Agreement") for the delivery of software development and related services (the "Services") by and between ITX and CLIENT (each individually a "Party" and collectively the "Parties"). By engaging ITX for Services, CLIENT agrees to be bound by the following terms and conditions:

1. **Authorized Work.** CLIENT may authorize ITX to perform the Services by signing a document authorizing work or a statement of work ("Work Authorization"). All Work Authorizations authorized by CLIENT to perform the Services (the "Authorized Work") shall incorporate by reference the terms of this Agreement.

2. **Conflict of Terms.** In the event of a conflict between a term contained in this Agreement and a term contained in any Work Authorization, the terms of this Agreement shall take precedence, except to the extent that an applicable Work Authorization identifies the section of the Agreement that the Parties intend to amend, states an intent to supersede this Agreement on a specific matter, and is signed by both Parties. In no event will this Agreement be superseded or modified by any other instrument not signed by both Parties.

3. **Copyrights**. ITX shall, unless otherwise stated in the Work Authorization, transfer to CLIENT intellectual property rights to the Authorized Work created in the performance of the Work Authorization, subject to CLIENT's payment to ITX of all monies owed. ITX agrees to give CLIENT, or any person designated by CLIENT, all assistance reasonably required to protect the intellectual property rights explicitly transferred to CLIENT. All media (i.e. logos, images, photography, video, etc.) will be supplied by CLIENT, unless explicitly stated otherwise in a Work Authorization, and CLIENT has all necessary rights to use such media.

4. **Use of Reserved Technology and Artificial Intelligence**.

a. **ITX Reserved Technology.** ITX may incorporate software code or text previously written and owned by ITX into Authorized Work created for the CLIENT ("ITX Reserved Technology"). Ownership and title to ITX Reserved Technology will remain exclusively with ITX. ITX will grant CLIENT a non-exclusive, non-transferable, worldwide, perpetual use license to ITX Reserved Technology. CLIENT understands that under no circumstances does it acquire any rights to ITX Reserved Technology, or any processes, practices, or methods developed or employed by ITX.

b. **Third-Party Software.** CLIENT authorizes ITX to use software code or text written by others in Authorized Work created for the CLIENT as long as: (1) ITX procures an author's license to use the software code or text; (2) the author's license procured by ITX does not inhibit CLIENT's use of the software code or text; and (3) CLIENT is not obligated to pay any fee for the author's license procured by ITX.

c. **Limitation of Liability for Third-Party Software.** When software provided by CLIENT already includes third-party software code or text or CLIENT explicitly authorizes ITX in writing to use third-party software code or text, ITX shall not be liable for any limitations or defects in the use of such third-party software. Further, ITX disclaims all warranties related to the use of such third-party software.

d. **Artificial Intelligence.** CLIENT authorizes ITX to use artificial intelligence ("AI") powered tools and AI enabled tools in the delivery of Authorized Work to CLIENT, provided: (a) ITX will only use AI tools

ITX has approved for its own internal use, and (b) ITX will not share CLIENT information that can be used to train the AI tool in a manner that will compromise our confidentiality obligation. The parties agree to negotiate an amendment to this Agreement in the event of any new or amended law or regulation impacting either party with respect to the use of any AI within the Authorized Work.

5. **Confidential Information**.

a. **Definition.** ITX and CLIENT shall consider the following "Confidential Information": all information relating to any proposal, product, project in development, technology, service, business practice, business forecast, procurement requirement, technique, plan, finances, business opportunities, customer information, proprietary trade secrets, or personnel of either Party, which is disclosed by either Party in writing and marked "confidential" or, if disclosed verbally, is identified at the time of disclosure as being confidential and confirmed in writing within fifteen (15) days from the date of disclosure, or is reasonably understood to be confidential.

b. **Confidentiality Agreement.** All persons engaged by ITX and CLIENT will have executed an agreement protecting any Confidential Information obtained in the performance of the Authorized Work ("Confidentiality Agreement"). During the term of this Agreement, and for a period of two (2) years thereafter, ITX and CLIENT shall not disclose any Confidential Information to any third-party without the written authorization of the other Party. CLIENT shall not disclose any of ITX's processes, work practices, pricing, or sales materials with others. Any breach of confidentiality shall entitle the non-breaching Party to seek injunctive relief, damages, and any other remedies available at law or in equity.

c. **Termination of Confidentiality Obligations.** The obligations of confidentiality shall terminate with respect to any Confidential Information when the receiving Party can document that the Confidential Information was:

i. generally available or becomes available to the public through no fault of the receiving Party; or

ii. released by the disclosing Party to a third-party free of any obligation of confidence; or

iii. already in the receiving Party's possession, free of any obligation of confidence, at the time of disclosure; or

iv. developed by the receiving Party, independently of and without use or reference to the Confidential Information.

d. **Notice of Disclosure.** In the event a Party is requested or required by a court, administrative, or governmental body, or regulatory order or legal proceeding to disclose Confidential Information, that Party shall not disclose such Confidential Information without first providing the other Party with prompt written notice of such request or requirement to disclose.

e. **Data.** As a policy, ITX does not interact with client-managed sensitive data (e.g., private, personal, or otherwise protected data). If CLIENT requires ITX to interact with client-managed sensitive data, this must be scoped separately. A SOW will be created to govern that activity. If CLIENT instructs otherwise in writing, CLIENT assumes full responsibility and liability for all outcomes, whether foreseeable, intended, or otherwise.

6. **Non-Solicitation of Employment.** Both ITX and CLIENT agree not to hire, solicit, engage or employ, or cause anyone else to hire, solicit, engage or employ, the other's Party's employees, contractors, or other personnel involved in the Authorized Work throughout the duration of this Agreement, and for a period of two (2) years after this Agreement's termination.

7. **Client Requirements.** In addition to any obligations and responsibilities described in a Work Authorization, CLIENT shall ensure that the necessary business and application knowledge is available and conveyed to ITX in a timely manner. CLIENT will provide ready access to all appropriate computing platforms, documentation and personnel necessary to fully understand the current business systems. Any activities or costs incurred by ITX in resolving CLIENT obligations that are not met will be billable as additional Authorized Work including costs of delay, additional effort, provision of missing items, or placing finished Authorized Work into production environments. In the event that ITX gives CLIENT access to ITX systems, CLIENT will comply with the security controls in place for such systems.

8. **Changes.** Unless otherwise specified in a Work Authorization, ITX may use the least cost method for providing Authorized Work. If CLIENT requires a change in the depth or breadth of the Authorized Work or specifies a different method or a specific approach or design not previously detailed in a Work Authorization, and such change increases the cost of the Authorized Work, such change must be in writing and CLIENT is responsible to pay ITX for the additional effort and increased costs.

9. **Idle Resource Management and Project Delays.**

a. **Resource Management.** ITX shall allocate resources, including personnel, equipment, and software licenses, to perform the Authorized Work in accordance with the project schedule and Work Authorization. CLIENT acknowledges that the efficient utilization of resources is critical to the timely completion of the Authorized Work. CLIENT shall use commercially reasonable efforts to minimize idle time for ITX's resources by providing timely feedback, approvals, and access to required resources as outlined in the Work Authorization. CLIENT acknowledges that delays in providing necessary inputs may result in increased project costs and timelines. The Parties shall work together in good faith to mitigate the impact of idle resources on project timelines and costs. This may include revising project schedules, reallocating resources, or adjusting project priorities as necessary.

b. **Scheduled Delays.** If either Party anticipates that the Authorized Work will be delayed for any reason, that Party shall provide reasonable notice of the anticipated delay in writing to the other Party. The notice shall include the reasons for the delay and the estimated duration of the delay. The Parties shall work together in good faith to mitigate the impact of any delays to the extent reasonably practicable. This may include reallocating resources, adjusting project timelines, or revising the scope of Authorized Work as necessary.

c. **Unscheduled Delays.** If CLIENT has unscheduled delays or misses CLIENT expectations (including but not limited to failing to provide necessary inputs, approvals, or access to required resources in a timely manner), CLIENT shall be responsible for any missed billings by ITX incurred during such idle periods, for up to two (2) weeks. At the expiration of the two (2) week period, CLIENT will notify ITX of its intention to (1) restart the Authorized Work, (2) extend the idle period and pay for any missed billings incurred by ITX during such extension, or (3) cancel the Authorized Work and terminate the Work Authorization pursuant to Section 16 below.

10. **Acceptance and Defects.**

a. **Acceptance Criteria and Testing.** Acceptance of the Authorized Work shall occur upon ITX's performance of the Authorized Work in accordance with the specifications and requirements outlined in the Work Authorization. CLIENT shall have a period of thirty (30) days following completion of the Authorized Work to review and test the deliverables specified in the Work Authorization ("Deliverables"), to ensure they meet the specifications outlined in the Work Authorization. Such acceptance testing shall be conducted in good faith and in a timely manner. CLIENT shall promptly notify ITX of any deficiencies or nonconformance issues identified during acceptance testing. Any such notice will state the deficiencies or nonconformance identified during acceptance testing as detailed in Section 10(b) below. If CLIENT does not provide written notice of nonconformance with the specifications within such period, the Authorized Work and Deliverables shall be deemed accepted.

b. **Defects.** CLIENT may identify defects or nonconformities in the Deliverables during the acceptance testing period. A defect shall be considered any material deviation from the specifications outlined in the Work Authorization. CLIENT shall promptly notify ITX in writing of any defects or non-conformities identified during acceptance testing. The notice shall include a detailed description of the defect, the Work Authorization criteria not being met, and steps to reproduce the defect. Upon receipt of a notice of a repeatable defect, ITX shall use commercially reasonable efforts to promptly correct the defect or nonconformity. Correction may include modifying the Deliverables to conform to the specifications outlined in the Work Authorization or providing a workaround solution. CLIENT shall retest the Deliverables following correction of the defect within thirty (30) days following resubmission. If the resubmitted Deliverables conform to the specifications outlined in the Work Authorization, they shall be deemed accepted. If the resubmitted Deliverables still fail to conform to the specifications, CLIENT shall provide written notice to ITX, and ITX shall have an additional period to correct the defect. If ITX is unable to correct a defect within a reasonable period, the Parties shall escalate the matter to their respective managements teams to resolve the issue in good faith. The defect process does not apply to defects caused by (1) CLIENT'S misuse, negligence, or modification of the Deliverables; (2) third-party software, including libraries, or systems not under the control of ITX; or (3) force majeure events.

11. **Location of Work.** ITX personnel may perform the Authorized Work at any location that does not negatively affect the quality of the Authorized Work. When necessary, ITX will perform the Authorized Work at a location designated by CLIENT ("Designated Location"), and CLIENT shall be responsible for providing access to any required facilities, workspaces and other items necessary for ITX to perform the Authorized Work at the Designated Location. CLIENT will reimburse ITX for all costs and travel expenses incurred by ITX personnel in performing the Authorized Work at a Designated Location.

12. **Pricing.** The amount to be billed for Authorized Work shall be defined in the Work Authorization or if not defined, shall be ITX's customary charge for resources of similar type. All pricing is exclusive of all applicable taxes. Additionally, sales tax will be added to pricing for applicable items based on the laws of the state where the customer is located. Except for fixed price projects, ITX may revise the pricing contained in a Work Authorization with 30 days' written notice to CLIENT.

13. **Travel and Other Expenses.** CLIENT shall reimburse ITX for all expenses incurred in the performance of Authorized Work, as detailed in the Work Authorization. Unless otherwise stated in a Work Authorization, all expenses will be billed at actual cost without any surcharge or additional fees.

14. **Payment.** ITX will invoice CLIENT monthly in accordance with the terms of this Agreement. CLIENT agrees to pay all invoices rendered by ITX within fifteen (15) days of the invoice date. For billing purposes, fractions of units shall be rounded up. CLIENT agrees to pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Authorized Work provided to CLIENT, other than taxes based on the net income of ITX. CLIENT will pay all applicable state sales tax specified by ITX in the CLIENT's invoice. CLIENT's failure to fully pay any fees and taxes within thirty (30) days after the applicable due date will be deemed a breach of the Agreement, justifying the suspension of delivery of the Authorized Work and, in ITX's sole discretion, termination of the Agreement. Accounts in default are subject to an interest charge on the outstanding balance equal to the lesser of 1.5% per month or the maximum rate permitted by law. In the event that CLIENT fails to pay any amount due on time, CLIENT agrees to pay any additional sums for reasonable attorney's fees, court costs, collection agency fees and any other costs incurred in the collection of amounts due. All charges are considered valid unless disputed in writing within thirty (30) days of the invoice date.

15. **Term.** This Agreement shall remain in full force and effect until such time as either Party terminates the Agreement as provided for herein.

16. **Termination.** Either Party may terminate this Agreement, with or without cause, by providing thirty (30) days' written notice to the other Party. CLIENT agrees to immediately compensate ITX for all Authorized Work performed and expenses incurred up to the effective date of termination, plus an additional offboarding fee equal to two (2) weeks of resource time for any ITX personnel or resources allocated to the Authorized Work at the time of the notice at the rates used for the Work Authorization to account for idle resource time. This termination fee will be waived by ITX if CLIENT can reassign the ITX resources to perform additional Services for CLIENT at the same rates. Sections 4, 5, 6, 10, 16, 17, 18, 19, 20, 22, 26, 27, and 28 shall extend beyond the Agreement and remain in effect until fulfilled and shall apply to successors and assignees. Upon request, ITX shall return all property in its possession belonging to CLIENT.

17. **Record Retention.** ITX will not be responsible for retaining any documentation or output of any kind related to a Work Authorization, or any other CLIENT-owned content after two (2) years of inactivity for the Work Authorization related to that material.

18. **Warranties.** ITX WILL PERFORM THE AUTHORIZED WORK IN A WORKMANLIKE MANNER. THE AUTHORIZED WORK IS PROVIDED "AS IS." UNLESS SPECIFIED IN THIS AGREEMENT, ITX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO THE DESIGN, PERFORMANCE, OR FUNCTIONALITY OF ANY AUTHORIZED WORK DELIVERED UNDER THIS AGREEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT (OR OTHER VIOLATION) OF ANY PATENT RIGHT OF ANY THIRD-PARTY. EXCEPT AS DESCRIBED IN A WORK AUTHORIZATION, NO WARRANTY IS MADE THAT USE OF THE AUTHORIZED WORK WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE AUTHORIZED WORK WILL BE CORRECTED, THAT THE AUTHORIZED WORK'S FUNCTIONALITY WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE AUTHORIZED WORK WILL COMPLY WITH ANY STANDARDS, SECURITY REQUIREMENTS OR OTHER SPECIFICATIONS, UNLESS EXPLICITLY STATED IN A WORK AUTHORIZATION.

19. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE

PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN ANY EVENT, ITX'S LIABILITY UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE LESSER OF: (a) THE FEES PAID BY CLIENT TO ITX FOR THE AUTHORIZED WORK DESCRIBED IN THE WORK AUTHORIZATION FORM UNDER WHICH THE CLAIM ARISES, AND (b) THE AMOUNT PAID WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE.

20. **No Indemnification.** Notwithstanding any other terms of this Agreement, CLIENT acknowledges and agrees that ITX shall have no obligation to indemnify, defend and hold harmless CLIENT, its affiliates, its agents, and their respective officers, directors, members, personnel, employees, contractors, agents, and customers from and against any third-party claims or actions claiming that the Authorized Work as provided by ITX to CLIENT infringes a third-party's patent right.

21. **Force Majeure.** Neither Party will be responsible for any failure to comply with or for any delay in the performance of these terms and conditions, except CLIENT's responsibility to pay ITX for Authorized Work, where such failure or delay is caused by events outside its reasonable control.

22. **Successors and Third-Party Beneficiaries.** This Agreement shall inure to the benefit of the Parties and any successors and assigns of the Parties. No third party shall have any rights hereunder.

23. **Notices.** Notices shall be delivered to CLIENT at the address listed above by any service that provides proof of delivery. Notices shall be delivered to ITX at 1 South Clinton Avenue, Suite 900, Rochester, NY 14604, ATTN: Legal Department by any service that provides proof of delivery, or by email to contracts@itx.com with acknowledgment of receipt.

24. **Entire Agreement.** This Agreement and any Work Authorization constitute the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, and communications, whether oral or written, that in any way relate to the subject matter of this Agreement. CLIENT purchase order terms do not apply unless explicitly agreed to in a signed amendment.

25. **Modifications.** All modifications to this Agreement or any Work Authorization must be made in writing and signed by authorized representatives of both Parties.

26. **Severability.** If and to the extent that any provision of this Agreement or portion thereof shall be determined by any legislature or court to be in whole or in part invalid or unenforceable, such provision or term shall be unenforceable only to the extent of such invalidity without invalidating the remaining provisions hereof and all other provisions of this Agreement shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced accordingly. In addition, it is the intent of the Parties hereto that any provision of the Agreement which is determined to be invalid or unenforceable due to the duration, scope, breadth, or otherwise, shall be interpreted in a reduced form which is not invalid or unenforceable with the intent that the restrictions imposed by this Agreement shall be construed and enforced in such a manner as to give them the broadest enforceable scope and effect.

27. **Waiver.** No failure or delay on the part of any Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or future exercise of any other right, power, or privilege.

28. **Governing Law; Venue.** This Agreement shall be governed and construed under the laws of the State of New York without regard to any conflicts of law principles that could result in the application of the laws of another jurisdiction. Any judicial actions taken to enforce or interpret this Agreement shall be brought in the state or federal courts located in the State of New York, County of Monroe, and both ITX and CLIENT will submit to such court's jurisdiction. The Parties agree that in the event of any dispute, either Party will first contact the other Party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, arbitration, or mediation, after first allowing the receiving Party thirty (30) days in which to respond. Both Parties agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any judicial action against the other Party. This Section 28 shall not supersede any remedy permitted in Section 5(b) herein.

29. **Use Authorization.** CLIENT authorizes ITX to use and publicly display still images, recordings, or screen captures of the Authorized Work for business, marketing, or other related purposes with CLIENT's prior written approval, which shall not be unreasonably withheld. Information about your organization, copyrighted or trademarked information, or images may be used in ITX sales and marketing materials and/or in submissions for awards. ITX will not display or use any information or visuals from internal applications. ITX agrees not to disclose any CLIENT confidential information or trade secrets. ITX will discontinue usage of these materials upon written request. Your authorization in no way creates any kind of endorsement of ITX.