



TERMS AND CONDITIONS

Effective Date: June 1, 2026

These Terms and Conditions (the "Terms") govern all Engagements (as defined below) between Dnutch Associates, Inc. ("Dnutch Associates"), a South Carolina limited liability company with its principal office at 13 Branch Street, Suite 208, Methuen, MA 01844, and the entity or individual engaging Dnutch Associates for services ("Client") under a Statement of Work (or "SOW") or for Services by Request (each as defined below). These Terms are published at www.dnutch.com/tc and are incorporated by reference into each Statement of Work executed between Dnutch Associates and Client. By executing a SOW or otherwise engaging Dnutch Associates for services, Client acknowledges that it has read, understood, and agrees to be bound by the version of these Terms in effect at the time of execution.

How These Terms Apply

These Terms serve as the standard legal framework for all Dnutch Associates engagements. The specific scope, pricing, timeline, and Deliverables for each engagement are defined in the applicable SOW which incorporates these Terms by reference. If a SOW contains terms that conflict with these Terms, the SOW controls only with respect to the specific engagement it covers and only where the terms of the SOW indicate by specific section reference an intent to supersede these Terms. These Terms may not otherwise be modified except by a written amendment signed by both parties.

Definitions

The following defined terms are used throughout these Terms. Capitalized terms not defined in this section have the meanings given to them where they first appear.

"Change Order" means a written amendment to an active SOW, signed by both parties, that modifies the scope, Deliverables, timeline, or other material terms of the Engagement as described in Section 1.5.

"Client" means the entity or individual identified in the applicable SOW that engages Dnutch Associates for Services under these Terms.

"Commercially Reasonable" (including "commercially reasonable efforts," "commercially reasonable care," and "commercially reasonable measures") means the level of effort, diligence, or care that a prudent professional services firm of similar size and capability would exercise under similar circumstances, taking into account the nature of the obligation, industry practices, and the cost of compliance relative to the risks involved.

"Deliverables" means all tangible and intangible Work Product created by Dnutch Associates specifically for Client and identified as "Deliverables" under an applicable SOW, including any AI-generated content incorporated therein. Deliverables do not include Dnutch Associate's Service Provider Materials except as set forth in Section 6.2.

"Engagement" means the overall business relationship between Dnutch Associates and Client as governed by these Terms, encompassing all active SOWs, Services by Request, and Service Addenda between the parties.

"Preliminary Payments" means any upfront, deposit, or milestone-based payments identified in an applicable SOW that are required before Dnutch Associates commences or continues performance of specific Services. Preliminary Payments are distinct from final payments, which are required before transfer of ownership under Section 6.3.

"Service Addendum" means a supplemental document that sets forth additional or modified terms for specific categories of Services (such as ongoing support, hosting, or managed services), which is incorporated into these Terms by reference. In the event of a conflict between a Service Addendum and these Terms, the Service Addendum controls with respect to the specific services it covers. In the event of a conflict between a Service Addendum and a SOW, the SOW controls where the SOW indicates by express section reference an intent to supersede the terms of the Service Addendum.

"Service Provider Materials" means: (a) pre-existing materials owned, developed, or licensed by Dnutch Associates prior to the commencement of an Engagement; and (b) any materials developed by or on behalf of Dnutch Associates during an Engagement for Dnutch Associate's general business purposes, at Dnutch Associate's cost or expense, but not inclusive of materials developed by a contractor or subcontractor of Dnutch Associates specifically as part of a Deliverable.

"Services" means the custom software development, technology consulting, strategic advisory, and related professional services described in Section 1.1 and further specified in the applicable SOW, Service Addendum, or Services by Request arrangement.

"Specifications" means the written functional requirements, acceptance criteria, performance standards, and technical parameters for Deliverables as set forth in the applicable SOW or Change Order. Conformity of Deliverables is measured solely against the Specifications.

“Statement of Work” or “SOW” means the written document executed by both parties, in the form of a statement of work, proposal, order, purchase order, or other engagement document identifying with particularity the Services to be performed by Dnutch Associates along with other details as set forth more specifically in Section 1.1.

“Work Product” means all materials, documents, code, data, and other tangible outputs produced by Dnutch Associates in the course of performing Services, whether or not they constitute final Deliverables. Work Product includes drafts, intermediate builds, working files, and project documentation.

“Dnutch Associates Personnel” means Dnutch Associate’s employees, contractors, and subcontractors who are assigned to perform Services under an applicable SOW.

1. Services

1.1 Scope of Services

Dnutch Associates provides custom software development, technology consulting, strategic advisory, and related professional Services. Specific Services for each Engagement are defined by one or more of the following:

1. **Statements of Work (SOW).** A signed document describing the specific scope, Deliverables, timeline, performance criteria, and pricing for a defined Engagement or portion of a defined Engagement.
2. **Services by Request.** Client may request minor or routine Services authorized in writing by designated Client representatives outside an active SOW (**“Services by Request”**). These Services are provided at Dnutch Associate’s then-current standard rates and governed by these Terms. The scope, Deliverables, timeline, and performance criteria for such Services by Request will be solely as identified in written communications between designated representatives of each party. Any Services that materially expand scope, introduce substantial new Deliverables, or require detailed formal Specifications must be initiated through a new SOW or a Change Order.
3. **Service Addenda.** Certain Services (such as ongoing support or hosting) may include supplemental terms provided in a Service Addendum, each of which is incorporated into these Terms by reference.

Dnutch Associate’s standard SOW template and current Service Addenda are available upon request from clientservices@dnutch.com.

1.2 Engagement Commencement

Dnutch Associates is not obligated to commence or continue any Services until all payments then due have been received, including any Preliminary Payments and any milestone- or phase-based payments required under the applicable SOW. Ownership and license rights in Deliverables remain subject to Sections 6.3 and 12.4.

1.3 Use of Artificial Intelligence

Dnutch Associates incorporates artificial intelligence tools and technologies (“AI Tools”) into its workflows, service delivery, and the solutions it builds for Clients. By engaging Dnutch Associates, Client acknowledges and agrees to the following:

- (a) **AI-Assisted Services.** Dnutch Associates may use AI Tools—including but not limited to large language models, code generation tools, automated testing frameworks, and data analysis platforms—to enhance the quality, efficiency, and innovation of its Services.
- (b) **Human Oversight.** All AI-generated outputs incorporated into Deliverables are reviewed and may be refined by Dnutch Associate’s team before delivery. Dnutch Associates maintains responsibility for conformity of its Deliverables with the Specifications regardless of the tools used to produce them.
- (c) **No Guarantee of AI Outcomes.** AI-generated outputs may contain errors, omissions, or limitations inherent to the current state of the technology, including hallucinations, biases, and inaccuracies. Dnutch Associates does not warrant that AI-generated components will be error-free, and Client agrees that AI outputs are provided as part of a professional service—not as a standalone product. Dnutch Associate’s liability for harms arising from AI-generated components is limited to whether such components perform materially in accordance with the Specifications set forth in the applicable SOW. Dnutch Associates shall not be liable for any loss, damage, or claim arising from inaccuracies, biases, hallucinations, or other limitations inherent to AI technology.
- (d) **Client Data and AI.** Dnutch Associates will not use Client’s Confidential Information to train any artificial intelligence model without Client’s prior written consent. Where Client data is processed through AI Tools in the course of providing Services, Dnutch Associates will use Commercially Reasonable measures to protect confidentiality, including selecting tools with data handling policies materially equivalent to Dnutch Associate’s obligations under these Terms.
- (e) **AI in Recommended Solutions.** Where Dnutch Associates recommends or builds AI-powered solutions for Client, Dnutch Associates will use Commercially Reasonable efforts to advise Client on known risks and limitations. Client is responsible for independently evaluating the suitability of AI-powered solutions for its use case, including any regulatory or compliance considerations specific to Client’s industry or Client’s particular use case.
- (f) **Evolving Technology.** The AI landscape changes rapidly. Dnutch Associates reserves the right to update or change the specific AI Tools it uses, provided such changes do not materially diminish the quality of Services.
- (g) **AI Training Data and Residual Knowledge.** Dnutch Associates retains the right to use anonymized, aggregated

Engagement data—including code patterns, architectural decisions, and problem-solving approaches—for internal process improvement, including the development and refinement of Dnutch Associate's proprietary AI tools and methodologies, provided such use does not disclose Client's Confidential Information or identify Client. Ownership of AI model weights, fine-tuned models, or other AI artifacts created during an Engagement shall be allocated as specified in the applicable SOW; in the absence of SOW-specific terms, such artifacts are owned by Dnutch Associates. Nothing in these Terms restricts either party's use of residual knowledge—general skills, experience, ideas, concepts, and know-how—retained in the unaided memory of its Personnel, consistent with Section 6.4. For the avoidance of doubt, this Section 1.3(g) permits internal process improvement and AI-assisted service delivery, but does not permit the use of Client's Confidential Information to train any artificial intelligence model without Client's prior written consent.

1.4 Consulting and Advisory Services

Where Dnutch Associates provides strategic consulting, technology advisory, or decision-support Services, Client acknowledges that:

- (a) Recommendations are based on Dnutch Associate's professional judgment and the information available at the time they are made.
- (b) Client retains sole decision-making authority and responsibility for business decisions made based on Dnutch Associate's advice.
- (c) Dnutch Associates does not guarantee specific business outcomes resulting from its recommendations.
- (d) Advisory Services are distinct from implementation Services and are governed by the applicable SOW.

1.5 Change Orders

Any modification to the scope, Deliverables, timeline, or other material terms of an active SOW must be documented in a written Change Order signed by both parties ("Change Order") to be binding. If Client requests or directs work outside the scope of the active SOW without a signed Change Order, Dnutch Associates may, at its discretion, perform such work and invoice Client at Dnutch Associate's then-current standard rates. Dnutch Associates will use Commercially Reasonable efforts to notify Client before commencing material out-of-scope work.

1.6 No Professional Advice

Dnutch Associate's Services, including strategic consulting and advisory Services described in Section 1.4, do not constitute and are not a substitute for legal, regulatory, tax, accounting, compliance, or other licensed professional advice. Client is solely responsible for obtaining independent professional advice regarding the legal, regulatory, tax, and compliance implications of business decisions, technology implementations, and strategies discussed or recommended in connection with any Engagement. Dnutch Associates makes no representations regarding the compliance or conformity of its Deliverables or recommendations with any legal or regulatory requirements, or professional codes of conduct or ethics, except to the extent required generally of any service provider or expressly stated in the applicable SOW.

1.7 SOW Minimum Requirements

A valid Statement of Work must be in writing, signed by authorized representatives of both parties, and must include at minimum: (a) a description of the Services to be performed and Deliverables to be produced; (b) a timeline or milestone schedule; (c) pricing or rate structure, including any fixed-price or not-to-exceed amounts; and (d) acceptance criteria for Deliverables, or a reference to the acceptance process in Section 3.1. Any purported Engagement that does not satisfy these minimum requirements shall be governed by the Services by Request provisions of Section 1.1 and billed at Dnutch Associate's then-current standard rates. For the avoidance of doubt, informal communications—including emails, verbal agreements, or chat messages—do not constitute a valid SOW regardless of their specificity, unless subsequently formalized in a document meeting the requirements of this section.

2. Relationship Between the Parties

2.1 Independent Contractor

Dnutch Associates is an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship. Dnutch Associates retains sole discretion over the manner and means of performing the Services, subject to Client's right to specify desired outcomes and Deliverable requirements. Dnutch Associates is solely responsible for its own taxes, insurance, and employment obligations.

2.2 Subcontractors

Dnutch Associates may engage subcontractors to perform portions of the Services, provided that Dnutch Associates remains responsible for the conformity of Deliverables produced by its subcontractors in accordance with the applicable SOW Specifications. All subcontractors will be bound by written agreements that include: (a) confidentiality obligations at least as protective as those set forth in Section 5; (b) intellectual property assignment or licensing terms consistent with Section 6; (c) indemnification obligations in favor of Dnutch Associates sufficient to support Dnutch Associate's obligations to Client under these Terms; and (d) Commercially Reasonable insurance coverage, including professional liability insurance, with limits appropriate to the scope of the subcontractor's Engagement. Subcontractors will not be granted access to Client's Confidential Information or project materials until such agreements are in place. Where a claim arises directly from the acts or omissions of a specific subcontractor, Dnutch Associates reserves the right to assign to Client any claims or rights of recovery Dnutch Associates holds against that subcontractor with respect to such claim.

2.3 Shared Practices

Client may require Dnutch Associates to conform to reasonable written security, confidentiality, or operational practices consistent with Client's regulatory or commercial requirements ("Shared Practices"), provided Client notifies Dnutch Associates of such requirements in writing prior to or at the commencement of the Engagement. Dnutch Associates will implement Shared Practices using Commercially Reasonable efforts, and retains sole discretion over the manner in which it implements them. If compliance with a Shared Practice materially increases the cost or complexity of performing the Services, Dnutch Associates will notify Client and the parties will negotiate an appropriate adjustment to scope, timeline, or fees.

2.4 Non-Solicitation

During the term of any active Engagement and for a period of twelve (12) months following its conclusion, neither party will directly solicit or hire any employee of the other party who was involved in the Engagement, without the other party's prior written consent. This restriction does not apply to individuals who respond to general public job postings. If a party hires an employee of the other party in violation of this section, the hiring party shall pay the other party, as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the hired individual's first-year annual compensation (including base salary and any signing bonus), pro-rated based on the proportion of the individual's work during the Engagement that involved substantive Services for the non-hiring party. In no event shall the liquidated damages under this section exceed \$150,000 per individual. The parties agree that this amount, as adjusted, represents a reasonable estimate of the damages that would be suffered by the non-hiring party, which would be difficult to calculate precisely.

2.5 Client-Designated Contact

Client will designate a primary point of contact who is authorized to make decisions, approve Deliverables, and provide direction on behalf of Client. Additional contacts may be designated for specific projects. Dnutch Associates is entitled to rely on communications and approvals from designated contacts as binding on Client.

3. Client Responsibilities

The success of each Engagement depends on active Client participation. Client agrees to:

- (a) **Active Participation.** Engage meaningfully throughout the project lifecycle, including attending scheduled meetings, reviewing work in progress, and participating in strategy sessions.
- (b) **Timely Feedback.** Provide feedback, approvals, and requested information within the timeframes established for the Engagement. Delays in Client feedback may result in project timeline shifts, resource reallocation, and increased costs.
- (c) **Accurate Information.** Provide complete and accurate information, materials, and access necessary for Dnutch Associates to perform the Services.
- (d) **Acceptance Testing.** Review Deliverables and provide written acceptance or specific, actionable feedback within ten (10) business days of delivery, or as otherwise specified in the SOW. If Client does not respond within the applicable review period, the Deliverable is deemed accepted.
- (e) **Consequences of Delays.** If Client delays are material, Dnutch Associates may pause work, adjust timelines, reassign team members, or adjust project costs upon written notice. Dnutch Associates will not be liable for delays caused by Client's failure to meet its responsibilities.
- (f) **Client Materials Warranty.** Client represents and warrants that all materials, content, data, and intellectual property provided to Dnutch Associates for use in performing the Services are owned by Client or that Client holds sufficient rights and licenses to provide such materials. Client further warrants that Dnutch Associate's use of Client-provided materials in accordance with these Terms will not infringe, misappropriate, or violate the intellectual property rights, privacy rights, or other rights of any third party.

3.1 Acceptance Criteria and Revision Process

Deliverable acceptance is measured solely against the written Specifications and acceptance criteria defined in the applicable SOW. Client's rejection of a Deliverable must identify specific, objective non-conformities against the SOW Specifications with sufficient detail for Dnutch Associates to reproduce and address the issue. Vague, subjective, or non-specification-based rejections do not constitute valid rejection. Unless otherwise specified in the SOW, up to two (2) rounds of revision to address valid specification non-conformities are included in the Engagement fees. Additional revision rounds beyond the included rounds, or revisions addressing matters outside the original Specifications, will be billed at Dnutch Associate's then-current standard rates. A "round of revision" means a single consolidated written submission from Client identifying all known specification non-conformities, delivered within the review period established for the applicable Deliverable. Client should consolidate all known issues into each revision round; issues known to Client but not raised in a timely round are deemed accepted. If the parties cannot agree on whether a Deliverable conforms to Specifications, either party may escalate the matter under the dispute resolution procedures in Section 11.

4. Billing and Payment

4.1 Invoicing

Dnutch Associates issues invoices monthly via email to Client's designated billing contact, detailing the Services performed during the billing period. Alternative billing arrangements (such as milestone-based billing) may be specified in the applicable SOW.

4.2 Payment Terms

Unless otherwise specified in a SOW, invoices are due within fifteen (15) days of the invoice date ("Net 15"). A late payment surcharge of 1.5% per month (or the maximum rate permitted by law, whichever is lower) applies to any balance outstanding more than thirty (30) days after the invoice date.

4.3 Payment Methods

Dnutch Associates accepts payment by credit card, check, ACH, or wire transfer. Payment instructions are included on each invoice, or may be obtained by contacting clientservices@dnutch.com.

4.4 Expenses

Pre-approved expenses incurred on Client's behalf will be invoiced to Client as incurred. For larger expenses, Dnutch Associates may request that Client pay the vendor directly. For travel, lodging, or other similar expenses, Dnutch Associates will comply with Client's reasonable written travel and expense reimbursement guidelines to the extent provided in advance.

4.5 Estimates

Cost estimates provided by Dnutch Associates are planning tools based on information available at the time and are not fixed-price commitments unless expressly stated in a SOW. Dnutch Associate's standard practice is to actively manage engagements to the communicated estimate and to notify Client if Dnutch Associates reasonably expects costs to exceed the estimate by more than fifteen percent (15%).

Client is responsible for payment of all Services performed prior to such notice. Dnutch Associates will not exceed the estimate beyond that threshold without Client's authorization, which may be provided in writing or through Client's continued direction or acceptance of Services following notice.

4.6 Rates

Dnutch Associate's standard rates are published at www.dnutch.com/rates and may be updated from time to time. The rates applicable to a specific Engagement are those set forth in the governing SOW or, for Services by Request, Dnutch Associate's then-current published rates.

4.7 Suspension for non-payment

If any undisputed invoice remains unpaid more than thirty (30) days past its due date, Dnutch Associates may, upon fifteen (15) days' prior written notice to Client, suspend performance of any affected Engagement until all overdue undisputed amounts are paid in full. Suspension under this section does not: (a) relieve Client of its payment obligations; (b) constitute a breach by Dnutch Associates or grounds for termination for cause by Client; or (c) waive Dnutch Associate's right to terminate for cause under Section 12.3. Any project timelines, milestones, or deadlines affected by a suspension are automatically extended by the duration of the suspension. Upon receipt of full payment of all overdue amounts, Dnutch Associates will resume performance within ten (10) business days, subject to resource availability. Non-payment may also result in the revocation of intellectual property rights and licenses as set forth in Section 6.3.

5. Confidentiality

5.1 Definitions

"Confidential Information" means any data, materials, or information not generally known to the public, owned or possessed by a party (the "Disclosing Party") and disclosed to the other party (the "Receiving Party"), whether in oral, written, digital, or other form. Confidential Information includes any third-party information the Disclosing Party is obligated to keep confidential.

5.2 Exclusions

Confidential Information does not include information that: (a) was already known to the Receiving Party at the time of disclosure; (b) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is or becomes publicly available through no fault of the Receiving Party; (d) was rightfully disclosed to the Receiving Party by a third party without a confidentiality obligation; or (e) ceases to be confidential due to circumstances beyond the Receiving Party's control. The existence and general nature of the parties' business relationship is not confidential; however, the specific terms of any agreement are Confidential Information.

5.3 Obligations

Each Receiving Party will use Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms. Each party will protect the other's Confidential Information using at least the same degree of care it uses for its own confidential information, and in no event less than Commercially Reasonable care. Confidential

Information may be disclosed only to employees, agents, or subcontractors who have a need to know and who are bound by confidentiality obligations at least as protective as those set forth here.

5.4 Third-Party Confidentiality Obligations

Each Receiving Party agrees to comply with any confidentiality agreements or similar obligations to which the Disclosing Party is a party, to the extent the Disclosing Party notifies the Receiving Party of such agreements in writing prior to or at the commencement of the Engagement. Before disclosing Confidential Information or Trade Secrets to its employees, agents, or subcontractors, the Receiving Party will ensure that such individuals are bound by written confidentiality agreements with terms at least as restrictive as those in this section.

5.5 Duration

Confidentiality obligations survive termination of the Engagement indefinitely with respect to Trade Secrets, and for a period of five (5) years following termination for all other Confidential Information. Notwithstanding the foregoing, confidentiality obligations under this Section 5 shall automatically terminate with respect to specific Confidential Information that: (i) the Disclosing Party voluntarily makes publicly available without restriction; or (ii) becomes subject to public disclosure due to the Disclosing Party's dissolution, liquidation, or bankruptcy, to the extent such information enters the public domain as a result of those proceedings.

5.6 Equitable Relief

Both parties acknowledge that a breach of this section may cause irreparable harm. In the event of a breach, the Disclosing Party is entitled to seek equitable relief, including injunctive relief, without the requirement of posting a bond, in addition to any other remedies available at law or in equity.

5.7 Scope of Equitable Relief

The right to seek equitable relief under Section 5.6 or Section 6.7 is limited to the protection of the requesting party's own Confidential Information, Trade Secrets, and Intellectual Property. Neither party may seek or obtain injunctive relief that restrains the other party's general business operations, including the right to provide Services to other Clients, to employ or engage Personnel, or to use its own pre-existing IP, except to the narrowest extent necessary to prevent the specific harm at issue. Any request for injunctive relief must be narrowly tailored and proportionate to the threatened harm.

6. Intellectual Property

6.1 Definitions

"Intellectual Property" (or **"IP"**) includes all materials protectable under patent, copyright, trademark, or trade secret law, including the right to register, license, and receive damages for infringement.

6.2 Pre-Existing IP

Each party retains ownership of its pre-existing intellectual property. Nothing in these Terms transfers ownership of any pre-existing IP except as expressly provided in Section 6.3. During the Engagement, Client grants Dnutch Associates a limited, revocable license to use Client's intellectual property solely to the extent necessary to perform the Services. Dnutch Associates retains ownership of its Service Provider Materials except to the extent any such materials are incorporated into Deliverables and assigned to Client under Section 6.3. For the avoidance of doubt, Service Provider Materials used by Dnutch Associates in performing the Services but not delivered to Client remain the property of Dnutch Associates.

6.3 Ownership of Deliverables

Subject to full payment, all intellectual property in Deliverables created specifically for Client under a SOW will be assigned to Client. No license, temporary or otherwise, is granted until all Preliminary Payments identified in the applicable SOW have been received. Until full payment is received, Dnutch Associates retains all right, title, and interest in any IP it develops. Dnutch Associate's remedies for non-payment, including revocation of licenses and suspension of Services, are set forth in Section 12.4.

6.4 Residual Knowledge

Nothing in these Terms prevents either party from using general knowledge, skills, experience, ideas, concepts, know-how, or techniques that are retained in the unaided memory of its Personnel, provided such use does not infringe the other party's IP rights or violate confidentiality obligations.

6.5 Open-Source Software

Deliverables may incorporate open-source components subject to their respective licenses. Dnutch Associates will identify material open-source components in the relevant SOW or project documentation. Client is responsible for compliance with applicable open-source license terms following delivery.

6.6 AI-Generated Content

To the extent that Deliverables include content generated with the assistance of AI Tools, ownership of such content transfers to Client as part of the Deliverable, subject to Section 6.3. Dnutch Associates does not warrant that AI-generated content is eligible for intellectual property registration or protection under current law, and Client assumes any risk associated with seeking such registration.

6.7 Equitable Relief for IP

Both parties acknowledge that the misappropriation, unauthorized use, or infringement of Intellectual Property may cause irreparable harm to the owner. In the event of any breach of this section, the non-breaching party is entitled to seek equitable relief, including a temporary restraining order, preliminary injunction, and permanent injunction, without the requirement of posting a bond, in addition to any other remedies available at law, in equity, or under this agreement.

7. Data Protection and Security

7.1 Data Handling Principles

Dnutch Associates processes data in accordance with the following principles:

- (a) Data is collected and processed only for specified, legitimate purposes related to the Engagement.
- (b) Access to Client data is restricted to authorized Dnutch Associates Personnel, each bound by confidentiality and data protection obligations no less protective than those in Sections 5 and 7, on a need-to-know basis.
- (c) Data is encrypted both in storage and during transit using industry-standard protocols.
- (d) Data retention is limited to the duration necessary for the Engagement unless otherwise permitted by law.
- (e) Dnutch Associates will not intentionally transfer Client data to data centers outside the United States without prior written consent, except where such transfer is inherent to the operation of third-party infrastructure providers (such as cloud hosting, content delivery networks, or disaster recovery Services) used in the ordinary course of providing Services, provided such providers maintain data protection standards consistent with these Terms and any applicable Data Processing Addendum.

7.2 Data Ownership

As between Dnutch Associates and Client, Client-provided data remains Client's property or the property of Client's licensors at all times. Data generated by Dnutch Associates in the course of providing Services (such as analytics, logs, or derivative insights) belongs to Dnutch Associates, subject to a non-exclusive license granted to Client for its internal use. Each party is responsible for ensuring the legality of data it provides to the other.

7.3 Security Practices

Dnutch Associates maintains Commercially Reasonable administrative, technical, and physical safeguards designed to protect Client data, including appropriate Personnel screening practices. Security vulnerabilities may be reported to security@dnutch.com.

7.4 Legal Disclosure

Dnutch Associates may disclose Client data if required by law, regulation, or valid legal process (such as a court order or subpoena), provided Dnutch Associates gives Client reasonable advance notice where legally permitted.

7.5 Data Security Incident Notification

In the event either party becomes aware of a security breach that results in verified unauthorized access to, disclosure of, or loss of the other party's data or proprietary materials ("Data Security Incident"), the affected party will: (a) notify the other party in writing within seventy-two (72) hours of discovering the Data Security Incident; (b) provide a description of the nature and scope of the breach, including the categories and approximate volume of data affected; (c) describe the measures taken or proposed to mitigate the breach; and (d) cooperate with the other party's incident response efforts, including providing reasonable assistance with notifications to affected individuals or regulatory authorities as required by applicable law. Each party will cooperate with the other party's investigation of any Data Security Incident by: (i) preserving relevant evidence and access logs in its possession; and (ii) providing timely access to systems or information reasonably necessary for the investigation. Public disclosure of a Data Security Incident identifying the other party shall be limited to disclosures required to be made by the disclosing party by applicable law.

7.6 Business Continuity

Dnutch Associates maintains Commercially Reasonable business continuity and disaster recovery measures designed to minimize disruption to active Engagements. In the event of a disruptive incident that materially affects Dnutch Associate's ability to perform Services under an active SOW, Dnutch Associates will: (a) notify Client within forty-eight (48) hours; (b) provide an estimated recovery timeline; and (c) use Commercially Reasonable efforts to resume performance as promptly as practicable.

7.7 Data Return and Portability

Upon termination or expiration of an Engagement, or upon Client's written request at any time during an active Engagement, Dnutch Associates will provide Client with a copy of Client-owned data in Dnutch Associate's possession in a commercially standard, machine-readable format (such as CSV, JSON, SQL export, or other format reasonably agreed by the parties). Client must submit data return requests within thirty (30) days of termination; requests submitted after this period will be accommodated on a Commercially Reasonable basis at Dnutch Associate's then-current standard rates. Following confirmation of successful data return and expiration of any applicable retention period required by law, Dnutch Associates will securely delete or destroy all copies of Client data in its possession and, upon Client's request, provide a written certification of destruction signed by an authorized representative. Dnutch Associates may retain anonymized or aggregated data that does not identify Client or any individual, subject to Section 7.2.

7.8 Post-Deployment Security Responsibilities

Following delivery and acceptance of software Deliverables, Client assumes responsibility for the ongoing security, maintenance, and operation of deployed systems, including: (a) applying security patches, updates, and upgrades recommended by Dnutch Associates or third-party vendors; (b) maintaining the security of the hosting environment, infrastructure, and access controls; (c) monitoring for and responding to security incidents affecting deployed systems; and (d) ensuring that modifications made to Deliverables after acceptance do not introduce security vulnerabilities.

Dnutch Associate's liability for security incidents affecting deployed software is limited to vulnerabilities in Dnutch Associate's original code as delivered and accepted, and does not extend to: (i) vulnerabilities introduced by Client's modifications or configurations; (ii) vulnerabilities in Client's infrastructure or hosting environment; (iii) vulnerabilities in third-party components governed by Section 8.4; or (iv) incidents resulting from Client's failure to apply patches or updates that Dnutch Associates has made available. Where Dnutch Associates provides ongoing hosting or managed Services under an active SOW, Dnutch Associates retains responsibility for application-layer security and configuration of the hosting environment within Dnutch Associate's direct operational control, excluding vulnerabilities in underlying third-party cloud infrastructure, hypervisors, or hardware not managed by Dnutch Associates. Client's obligations under this Section 7.8 apply only to aspects of the deployment within Client's control (such as user access management, content, and Client-side configurations). For the avoidance of doubt, the limitation of liability provisions in Section 9 apply to hosting and managed Services on a per-SOW basis. Client will notify Dnutch Associates in writing within seventy-two (72) hours of discovering any security incident that affects or may affect Dnutch Associates-built Deliverables.

7.9 Data Processing Addendum

Where an Engagement involves the processing of personal data subject to applicable data protection laws—including the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), the Health Insurance Portability and Accountability Act (HIPAA), or other applicable privacy or data protection statutes—the parties shall execute a Data Processing Addendum ("DPA") as required by law and appropriate for the Engagement, which will be incorporated by reference into these Terms and the applicable SOW.

7.10 Client Cyber Insurance

Where Client hosts, operates, or maintains Dnutch Associates-built software systems in a production environment, Dnutch Associates strongly recommends that Client maintain Commercially Reasonable cyber liability insurance with limits appropriate to the nature and sensitivity of the data processed by such systems. For Engagements involving the processing of regulated personal data, specific insurance requirements, if any, will be set forth in the applicable Data Processing Addendum.

Client's decision not to maintain cyber liability insurance does not diminish Client's obligations or liability under these Terms, including the allocation of post-deployment security responsibilities in Section 7.8.

8. Warranties and Disclaimers

8.1 Dnutch Associate's Warranties

Dnutch Associates warrants that:

- (a) Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.
- (b) Dnutch Associates Personnel assigned to the Engagement will possess the skills and qualifications reasonably necessary to perform the Services.
- (c) Deliverables, as delivered, will materially conform to the Specifications set forth in the applicable SOW. Conformity is measured solely against the written Specifications in the SOW, not against expectations of error-free code or completeness beyond those Specifications. For Services by Request, if no Specifications are stated, conformity is measured against reasonable standards generally accepted in the industry for Deliverables of such nature. To the extent a Deliverable incorporates AI-generated components, the warranty of conformity applies to the Deliverable as a whole and does not override the limitations set forth in Section 1.3(c). For the avoidance of doubt, conformity of AI-generated components is evaluated based on whether such components perform the functions described in the SOW Specifications, and does not extend to the accuracy, completeness, or fitness of AI-generated content beyond those functional requirements.

8.2 Warranty Period

If a Deliverable fails to conform to its Specifications during the ninety (90) day period following acceptance (or deemed acceptance), Dnutch Associates will, at its option, correct the non-conformity or re-perform the applicable Services at no additional cost within thirty (30) days of written notice from Client (the "Cure Period"). If the nature or complexity of the non-conformity reasonably requires additional time, Dnutch Associates may request a single extension of up to fifteen (15) additional days by providing Client with a written remediation plan. If Dnutch Associates fails to correct the non-conformity within the Cure Period (or extended Cure Period, if applicable), Client's sole and exclusive remedy is a refund proportional to the diminished value of the non-conforming portion of the Deliverable, as reasonably determined based on the impact of the non-conformity on the overall functionality described in the applicable SOW.

8.3 Disclaimers

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, WORTHWHILE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WORTHWHILE DOES NOT WARRANT THAT DELIVERABLES WILL BE ERROR-FREE, UNINTERRUPTED, OR MEET ALL OF CLIENT'S REQUIREMENTS BEYOND THE AGREED SPECIFICATIONS.

8.4 Third-Party Components

Third-party software, platforms, APIs, and Services incorporated into Deliverables are provided subject to their respective vendors' terms and warranties. Dnutch Associates disclaims all liability for the performance, availability, or fitness of third-party components.

8.5 Multi-Vendor and Integration Liability

Dnutch Associate's warranties, representations, and liability under these Terms extend only to the Deliverables and integration components within Dnutch Associate's scope of work as defined in the applicable SOW. In multi-vendor environments where Dnutch Associate's Deliverables must integrate with software, systems, APIs, or components developed or maintained by third parties, Dnutch Associates is not responsible for defects, incompatibilities, performance degradation, or failures arising from: (a) third-party systems, APIs, or components outside Dnutch Associate's control; (b) changes to third-party systems made after delivery and acceptance of Dnutch Associate's Deliverables; (c) failure of third-party vendors to comply with documented integration Specifications; or (d) integration requirements not specified in the SOW. Dnutch Associate's liability in multi-vendor environments is limited to the extent that Dnutch Associate's Deliverables fail to conform to the documented integration Specifications expressly set forth in the applicable SOW. Where integration issues arise from the interaction of multiple vendors' systems, Client is responsible for coordinating the investigation and resolution among the relevant vendors, and Dnutch Associates will cooperate in such efforts at Dnutch Associate's then-current standard rates unless the issue is attributable to a defect in Dnutch Associate's Deliverables within the warranty period.

9. Limitation of Liability

9.1 General Cap

Except as provided in Section 9.2, each party's total aggregate liability arising out of or related to these Terms or any SOW will not exceed the total fees paid by Client under the applicable SOW in the twelve (12) months preceding the event giving rise to the claim.

9.2 Elevated Cap for Certain Claims

For claims arising from: (i) breach of confidentiality obligations under Section 5; (ii) intellectual property infringement indemnification under Section 10.1(b); or (iii) data protection obligations under Section 7; each party's total aggregate liability will not exceed two (2) times the total fees paid under the applicable SOW in the twelve (12) months preceding the claim, subject to an absolute maximum of \$2,000,000.

9.3 Exclusion of Certain Damages

Neither party will be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or lost revenue, regardless of the theory of liability.

9.4 No Limitation for Certain Conduct

Nothing in this Section limits liability for fraud, non-payment of fees not subject to reasonable dispute, intentional disclosure or misuse of Confidential Information, or gross negligence.

10. Indemnification

Indemnification obligations under this Section 10 are subject to the liability limitations set forth in Section 9, including the elevated cap in Section 9.2 where applicable.

10.1 Dnutch Associate's Indemnification

Dnutch Associates will indemnify, defend, and hold harmless Client from third-party claims arising from: (a) bodily injury or tangible property damage caused by Dnutch Associate's negligent or willful acts; or (b) a third-party claim alleging that Dnutch Associates-created Deliverables, as delivered and used in accordance with the applicable SOW, infringe that third party's intellectual property rights, except to the extent such infringement results from Client's Specifications, Client-provided materials, or use of Deliverables in combination with products not provided by Dnutch Associates.

10.2 Client's Indemnification

Client will indemnify, defend, and hold harmless Dnutch Associates from third-party claims arising from: (a) Client's use or deployment of Deliverables in violation of applicable law; (b) Client-provided materials that infringe third-party intellectual property rights; or (c) Client's modification, unauthorized use, or distribution of Deliverables beyond the scope permitted in the applicable SOW.

10.3 Indemnification Procedures

The indemnified party must: (a) promptly notify the indemnifying party in writing of any claim; (b) provide reasonable cooperation in the defense of the claim at the indemnifying party's expense; and (c) allow the indemnifying party to control the defense and, subject to the limitations below, settlement of the claim.

The indemnifying party may not settle any claim in a manner that imposes non-monetary obligations on the indemnified party or admits fault on the indemnified party's behalf without the indemnified party's prior written consent, not to be

unreasonably withheld. Failure to provide prompt notice relieves the indemnifying party of its obligations only to the extent it is materially prejudiced by the delay.

10.4 IP Infringement Remediation

If a third party asserts a claim that any Deliverable infringes its intellectual property rights, or if any Deliverable is found by a court of competent jurisdiction to infringe a third party's intellectual property rights, Dnutch Associates will, at its sole option and expense: (a) obtain for Client the right to continue using the Deliverable under terms consistent with these Terms; (b) replace or modify the infringing component to make it non-infringing while maintaining material functionality as described in the applicable SOW; or (c) if neither (a) nor (b) is commercially feasible after Dnutch Associate's reasonable efforts, terminate the applicable SOW with respect to the infringing Deliverable and refund to Client the fees paid for such Deliverable, less a reasonable allowance for Client's use prior to termination. This Section sets forth Dnutch Associate's sole obligation and Client's sole remedy with respect to intellectual property infringement claims covered by Section 10.1(b), subject to the indemnification procedures in Section 10.3.

11. Dispute Resolution

11.1 Good Faith Negotiation

Before initiating formal proceedings, the parties shall follow this escalation process: (a) Project-Level Resolution: the party raising a dispute must first deliver written notice describing the dispute in reasonable detail to the other party's designated project contact. The project contacts shall attempt in good faith to resolve the dispute within ten (10) business days. (b) Executive Escalation: if the dispute is not resolved at the project level, each party shall designate a senior executive with authority to resolve the matter, and such executives shall meet (in person or by videoconference) within fifteen (15) business days to attempt resolution. (c) If the dispute remains unresolved after the executive escalation period, either party may proceed to mediation under Section 11.2. No party may initiate mediation, arbitration, or litigation (except for injunctive relief under Section 11.4 or direct action under Section 11.5) without first completing the project-level and executive escalation steps described in this section.

11.2 Mediation

If the dispute is not resolved through negotiation, either party may request non-binding mediation. The cost of the mediator will be shared equally unless the parties agree otherwise.

11.3 Arbitration

If mediation is unsuccessful or waived by mutual agreement, either party may submit the dispute to binding arbitration administered under the rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. Either party may apply to the AAA for appointment of an emergency arbitrator for urgent interim or conservatory relief—including temporary restraining orders, asset preservation, and status quo maintenance—prior to the constitution of the full arbitral tribunal. Any emergency award or order shall remain in effect until modified, vacated, or superseded by the full tribunal. Arbitration will take place in Greenville County, South Carolina. The arbitrator's decision will be final and enforceable in any court of competent jurisdiction. Arbitrator costs will be shared equally. Attorney's fees in arbitration shall be awarded to the prevailing party in accordance with Section 14.12.

11.4 Injunctive Relief

Nothing in this section prevents either party from seeking injunctive or equitable relief in a court of competent jurisdiction to protect its confidential information, intellectual property, or other proprietary rights.

11.5 Direct Action for Undisputed Amounts

Notwithstanding Sections 11.1 through 11.3, either party may bring a direct legal action in a court of competent jurisdiction, without first completing the negotiation, mediation, or arbitration procedures set forth above, for: (a) collection of undisputed amounts due under these Terms or any SOW; (b) enforcement of a final arbitration award or court judgment; or (c) claims within the jurisdictional limits of a small claims court in Greenville County, South Carolina.

12. Term and Termination

12.1 Term

These Terms remain in effect from the date of first Engagement until the later of: (a) one year from the effective date, or (b) completion and payment of all outstanding SOWs and Services by Request.

12.2 Termination for Convenience

Either party may terminate an active SOW upon not less than sixty (60) days' written notice to the other party, unless a different termination provision is specified in that SOW. If Client terminates that SOW for convenience before completion or expiration, Client shall pay: (a) all Services performed and expenses incurred through the effective date of termination; and (b) a termination fee equal to (i) thirty percent (30%) of the remaining unpaid fees under that SOW, if the SOW has a stated performance period of less than one (1) year, or (ii) three (3) times the average monthly fees invoiced under that SOW, if the SOW has a stated performance period of one (1) year or more. The parties agree that this termination fee is a reasonable estimate of Dnutch Associate's anticipated damages from early termination, including resource reallocation costs, staffing commitments, and foregone opportunities.

12.3 Termination for Cause

If a party materially breaches these Terms or any SOW (including any payment obligation), the non-breaching party must first complete the project-level and executive escalation steps described in Section 11.1 before issuing a termination notice. If the dispute remains unresolved after the Section 11.1 escalation process, the non-breaching party may provide written notice of the breach. If the breach is not cured within thirty (30) days of such notice, the non-breaching party may terminate the Engagement for cause. This requirement does not apply to termination for non-payment, which is governed by Section 12.4.

12.4 Effect of Non-Payment

Non-payment of undisputed amounts due constitutes a material breach. If any undisputed amount remains outstanding for more than thirty (30) days after written notice, Dnutch Associates may, at its sole discretion: (a) suspend Services; (b) revoke any license previously granted under these Terms, including licenses to Deliverables; (c) require Client to cease all use of, and return or destroy, all copies of affected Deliverables and Work Product; (d) suspend support, maintenance, and hosting Services related to affected Deliverables; (e) engage collection Services; and (f) pursue legal remedies, including injunctive or equitable relief. Exercise of these rights is not a breach by Dnutch Associates.

If Client disputes any portion of an invoice in good faith, Client must: (a) notify Dnutch Associates in writing within fifteen (15) days of the invoice date, specifying the disputed amount and the basis for the dispute; (b) pay all undisputed amounts by the original due date; and (c) cooperate with Dnutch Associates to resolve the dispute promptly. Dnutch Associates will not exercise the remedies described in this section with respect to amounts that are the subject of a good-faith dispute, provided Client has complied with the requirements of this paragraph. If the dispute is not resolved within thirty (30) days, either party may escalate the matter under the dispute resolution procedures in Section 11.

12.5 Termination for Insolvency

Either party may terminate upon written notice if the other party becomes insolvent, files for bankruptcy, has an involuntary bankruptcy petition filed against it that is not dismissed within thirty (30) days, or undergoes liquidation or dissolution.

12.6 Effect of Termination

Upon termination for any reason: (a) all amounts owed for Services performed through the termination date become immediately due and payable; (b) each party will, within thirty (30) days of the other party's written request, return or destroy the other party's Confidential Information and certify in writing that it has done so, except to the extent retention is required by applicable law or regulation; and (c) if terminated by Dnutch Associates for cause, all licenses granted to Client under these Terms also terminate. The provisions specified in Section 14.18 survive termination, together with any other provisions that by their nature should survive.

12.7 Transition Assistance

Upon termination or expiration of an Engagement, Dnutch Associates will provide reasonable transition assistance for a period of up to thirty (30) days following the effective date of termination, at Dnutch Associate's then-current standard rates, provided that Client's account is current and all undisputed amounts have been paid. Transition assistance includes: (a) knowledge transfer sessions with Client's designated Personnel or replacement vendor; (b) handover of project documentation, credentials, and access information; (c) delivery of all Work Product completed as of the termination date for which payment has been received; and (d) reasonable cooperation to ensure continuity of operations. Client must request transition assistance in writing within ten (10) days of the termination notice. Dnutch Associate's obligation to provide transition assistance does not apply where the Engagement is terminated by Dnutch Associates for cause under Section 12.3 due to Client's material breach, unless Client cures all outstanding breaches (including payment of all amounts due) prior to or during the transition period.

13. Standard Policies

13.1 Branding and Trademarks

Client is responsible for ensuring it holds or has licensed all necessary trademark and branding rights for materials provided to Dnutch Associates. Dnutch Associates assumes no liability for trademark infringement arising from Client-provided materials.

13.2 Insurance

During the term of any active Engagement, Dnutch Associates will maintain Commercially Reasonable insurance coverage appropriate to the nature and scope of its Services, including commercial general liability, professional liability (errors and omissions), and cyber liability policies. Unless otherwise specified in the applicable SOW, Dnutch Associate's standard coverage includes: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) professional liability (errors and omissions) insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate; and (c) cyber liability insurance with limits of not less than \$1,000,000 per claim. Dnutch Associates will provide certificates of insurance upon Client's written request. Additional insured status, higher coverage limits, or Engagement-specific coverage requirements may be negotiated in the applicable SOW. In the event Dnutch Associate's coverage falls below the levels described herein, Dnutch Associates will notify Client within thirty (30) days and use Commercially Reasonable efforts to restore coverage.

13.3 Language

Services are provided in English unless otherwise agreed in writing.

14. General Provisions

14.1 Representations of Authority

Each party represents and warrants that: (a) it has the full right, power, and authority to enter into and perform its obligations under these Terms and each applicable SOW; (b) the execution of an SOW and performance of these Terms does not conflict with any other agreement to which it is a party; and (c) the person executing any SOW or Engagement document on its behalf is duly authorized to do so.

14.2 Anti-Corruption and Compliance

Each party represents that it will comply with all applicable laws and regulations in the performance of its obligations under these Terms, including applicable anti-bribery and anti-corruption laws. Neither party will, directly or indirectly, offer, pay, promise, or authorize the payment of anything of value to any government official, political party, or candidate for political office for the purpose of influencing any official act or securing any improper advantage in connection with these Terms.

14.3 Governing Law and Venue

These Terms are governed by the laws of the State of South Carolina, without regard to conflict of laws principles. Disputes arising under these Terms shall be resolved by binding arbitration as set forth in Section 11.3, except that the state and federal courts located in Greenville County, South Carolina shall have exclusive jurisdiction over: (a) applications for injunctive or equitable relief under Section 11.4; (b) enforcement of arbitration awards; and (c) direct actions permitted under Section 11.5. Both parties waive objections to venue and personal jurisdiction in such courts.

14.4 Assignment

Neither party may assign these Terms without the other party's written consent, except in connection with a merger, acquisition, or sale of substantially all of the assigning party's assets, upon thirty (30) days' advance written notice; provided, however, that if Client undergoes a change of control to a direct competitor of Dnutch Associates, Dnutch Associates may, at its sole discretion, terminate any active Engagement upon sixty (60) days' written notice without liability, except for payment of fees for Services satisfactorily performed prior to the termination date. For purposes of this section, "change of control" means a transaction or series of related transactions resulting in a change in the beneficial ownership of more than fifty percent (50%) of the voting interests of a party. Dnutch Associate's use of subcontractors does not constitute assignment.

14.5 Force Majeure

Neither party is liable for delays or failures to perform caused by events beyond its reasonable control, including natural disasters, pandemics, government actions, labor disputes, cyber attacks, ransomware incidents, systemic technology failures, or infrastructure failures. The affected party will: (a) notify the other party in writing within five (5) business days of the onset of the force majeure event; and (b) use Commercially Reasonable efforts to mitigate the impact and resume performance. If a force majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected Engagement upon thirty (30) days' written notice without liability, except for payment of fees for Services satisfactorily performed prior to the termination date.

14.6 Notices

Routine communications may be delivered electronically. Formal notices required by these Terms must be sent both electronically and by certified mail, registered mail, or recognized overnight carrier to the addresses on file, with confirmation of delivery.

14.7 Entire Agreement and Modifications

These Terms, together with all SOWs and Service Addenda that incorporate them, constitute the entire agreement between the parties regarding their subject matter and supersede all prior discussions and agreements. The version of these Terms in effect at the time a SOW is executed governs that Engagement. Updated versions of these Terms apply only to SOWs executed after the update, unless the parties expressly agree otherwise in accordance with Section 14.10. No other modifications to these Terms are effective unless in writing and signed by both parties.

14.8 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

14.9 Waiver

No failure or delay by either party in exercising any right constitutes a waiver of that right. Waivers must be in writing and signed by the waiving party. A single waiver does not constitute a continuing waiver.

14.10 Updates to These Terms

Dnutch Associates may update these Terms by posting a revised version at www.dnutch.com/tc. The version of the Terms in effect when a SOW is executed governs that SOW and does not affect prior SOWs, unless the parties expressly agree in the applicable SOW an intent to apply the then-current Terms to prior SOWs.

14.11 Electronic Signatures

Documents executed electronically are valid and enforceable under the South Carolina Uniform Electronic Transactions Act (S.C. Code Ann. § 26-6-10 et seq.) and applicable federal law. Electronic signatures carry the same legal effect as original signatures.

14.12 Attorney's Fees

In any action to enforce these Terms, the prevailing party is entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

14.13 Counterparts

Agreements referencing these Terms may be executed in counterparts, each of which constitutes an original, and all of which together constitute one agreement.

14.14 Limitation Period

No action or claim arising out of or related to these Terms or any Engagement may be brought by either party more than three (3) years after the cause of action accrues. For purposes of this section, a cause of action accrues on the date the claiming party knew or reasonably should have known of the facts giving rise to the claim. This limitation applies to all claims regardless of the legal theory, including breach of contract, tort, negligence, and statutory claims, except: (a) claims for misappropriation of Trade Secrets as defined in Section 5.1, which are governed by the applicable statute of limitations under the South Carolina Trade Secrets Act or the Defend Trade Secrets Act; and (b) where a shorter limitation period is imposed by applicable law.

14.15 Export Controls and Sanctions

Each party represents and warrants that it will comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Neither party will, directly or indirectly, export, re-export, or transfer any Deliverable, technical data, or service provided under these Terms to any country, entity, or person prohibited or restricted under applicable export control or sanctions laws without first obtaining all required governmental authorizations. Client represents that it is not located in, organized under the laws of, or a national or resident of any country or territory subject to comprehensive U.S. sanctions, and is not identified on any U.S. government restricted party list. If at any time during the Engagement Client becomes subject to sanctions or export control restrictions that would prevent Dnutch Associates from lawfully performing Services, Dnutch Associates may immediately suspend or terminate the Engagement upon written notice without liability.

14.16 Suspension During Force Majeure

In addition to the protections set forth in Section 14.5, either party may formally suspend its performance obligations under an affected Engagement during the continuance of a force majeure event by providing written notice to the other party.

During any such suspension: (a) all deadlines, milestones, and performance obligations under the affected SOW are tolled for the duration of the suspension; (b) neither party's suspension constitutes a breach of these Terms or grounds for termination for cause; (c) the suspending party will use Commercially Reasonable efforts to resume performance as promptly as practicable; and (d) payment obligations for Services satisfactorily performed prior to the suspension remain in effect. If a suspension continues for more than sixty (60) consecutive days, either party may request renegotiation of the affected SOW terms.

14.17 Cumulative Remedies

Except where these Terms expressly designate a remedy as sole and exclusive (including the warranty remedy in Section 8.2 and the IP infringement remediation in Section 10.4), all rights and remedies provided under these Terms are cumulative and are in addition to, and not in lieu of, any other rights or remedies available at law, in equity, or under any other agreement between the parties.

14.18 Survival

The following provisions survive the expiration or termination of these Terms and any Engagement governed by them: Section 4 (Billing and Payment, including Section 4.7, with respect to amounts accrued or invoices outstanding prior to termination), Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Data Protection and Security, with respect to data in a party's possession at termination), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 11 (Dispute Resolution), Section 12.6 (Effect of Termination), Section 14.3 (Governing Law and Venue), Section 14.12 (Attorney's Fees), and Section 14.14 (Limitation Period). Any other provision that by its nature should survive will also survive termination.

Contact Information

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