

4.4 Payment Terms

All Fees, Expenses, and Taxes shall be invoiced and paid in U.S. Dollars by ACH, or other payment method specified in the applicable SOW or accepted by Neumo. Neumo shall invoice Customer for the Fees in accordance with the frequency and payment terms set forth in the applicable SOW. Neumo shall invoice Customer for all applicable Expenses and applicable Taxes following the month in which they are incurred. Unless disputed in accordance with Section 4.5, Customer shall pay all Fees, Expenses, and Taxes within thirty (30) days of the applicable invoice date. Customer may issue purchase orders for its own internal administrative purposes, but no terms or conditions contained in, attached to, referenced by, or otherwise incorporated into any purchase order, vendor portal, invoice processing document, or similar Customer document will be of any force or effect or amend, modify, supersede, or supplement this Agreement or any SOW unless expressly agreed in a written amendment signed by authorized representatives of both Parties. If Customer intends for any purchase order terms or conditions to apply, Customer must submit those terms and conditions to Neumo before signature of this Agreement or the applicable SOW for Neumo's review and express written agreement. Customer shall provide complete and accurate billing, tax exemption, purchase order, vendor registration, and payment processing information reasonably required for Neumo to invoice and receive payment, and Customer's internal procurement or payment processes will not extend any payment deadline unless expressly agreed in writing by Neumo.

4.5 Invoice Disputes

If Customer disputes any portion of an invoice issued under this Agreement or any SOW, Customer shall submit written notice to Neumo identifying the disputed amount and providing to Neumo, as applicable, documentation supporting the alleged billing error (each such notice, a "Fee Dispute Notice"). A Fee Dispute Notice must be submitted to Neumo within twenty (20) days from the date the invoice at issue is received by the Customer. Customer waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days of Neumo's receipt of the applicable Fee Dispute Notice.

4.6 Non-Payment

If Customer fails to timely remit payments in accordance with the payment terms of this Agreement or any applicable SOW, then Customer shall also be liable for any additional expenses Neumo incurs in pursuing such payment (including but not limited to reasonable attorneys' fees and accrued interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law). Failure to make timely payment of undisputed Fees shall be a material breach of this Agreement, and upon reasonable written notice to Customer, Neumo may suspend the delivery of Services under any or all affected SOWs until all outstanding undisputed amounts are paid in full. Neumo may condition future renewals, additional SOWs, or continued extension of credit on modified payment terms, prepayment, shorter billing cycles, or other credit protections if Customer has failed to timely pay undisputed amounts.

4.7 Suspension of Services.

In addition to its other rights and remedies, Neumo may suspend performance of Services under any affected SOW upon written notice if Customer fails to timely pay undisputed Fees, materially breaches this Agreement



or any SOW, fails to provide required access, data, approvals, or cooperation, or if Neumo reasonably determines that continued performance may violate applicable law, create a security risk, impair Neumo's systems or services, or expose Neumo to material legal, financial, or operational risk. Neumo will use commercially reasonable efforts to limit any suspension to the affected Services. Customer shall remain responsible for all Fees incurred before and during any suspension, and any performance dates, milestones, or service levels shall be equitably extended.

4.8 Fee Calculation; Records.

For any SOW using transaction-based, contingency, revenue share, collection-based, usage-based, or similar pricing, Customer shall provide Neumo with timely access to all information reasonably necessary to calculate Fees, validate transactions, reconcile receipts, determine recoveries, allocate revenue, and substantiate amounts payable to Neumo. Customer shall not take or omit to take any action for the purpose or effect of avoiding, reducing, delaying, or circumventing Fees earned or payable to Neumo. Neumo may rely on Customer Data, system records, transaction records, remittance files, payment processor records, governmental records, and other available information in calculating Fees, and Customer shall reasonably cooperate with Neumo to reconcile any discrepancies.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of cloud-based Services; (ii) purchasing, installing, maintaining, securing, and managing all necessary Customer-controlled hardware, systems, networks, environments, databases, browsers, operating systems, integrations, and anti-virus protection software required for access to or use of the Services, including any on-premise deployment; (iii) maintaining confidentiality of all administrator and user logon credentials, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (v) determining if the Services are sufficient for its purposes; (vi) ensuring that its use of the Services under this Agreement and any applicable SOW complies with all applicable laws and regulations; and (vii) obtaining and maintaining all Customer systems, third-party services, consents, approvals, and data rights necessary for Neumo to perform the Services.

5.2 Customer agrees to use commercially reasonable efforts to prevent unauthorized access to the Services and shall notify Neumo immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Services through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and shall cooperate with Neumo in any actions taken to prevent or terminate such unauthorized use.

5.3 For on-premise deployments and Customer-controlled environments, Customer is responsible for backing up all data contained in the Services on a regular basis in accordance with standard industry back-up procedures. For cloud-based Services hosted by Neumo or its hosting providers, Neumo will maintain backup procedures materially consistent with its then-current standard practices for the applicable Services. Under no circumstances will Neumo be responsible for the loss of Customer Data or licensed Services except to the extent caused by Neumo's failure to follow



its expressly stated backup obligations for cloud-based Services. “Customer Data” means any data or other information which is provided to Neumo by Customer (directly or indirectly) in connection with the Services provided under this Agreement or any applicable SOW, including data collected/stored within the Services.

5.4 Customer Cooperation. Customer shall provide timely cooperation, access, information, decisions, approvals, data, personnel, facilities, systems, credentials, and third-party cooperation reasonably required for Neumo to perform the Services. Neumo will not be responsible for delay, nonperformance, or additional costs to the extent caused by Customer's failure to provide required cooperation or by inaccurate, incomplete, or untimely Customer Data, instructions, approvals, or dependencies. Any project schedule, milestone, service level, or delivery commitment will be equitably extended to account for Customer-caused delays, and Neumo may charge additional Fees for resulting additional work or idle time at the rates stated in the applicable SOW or, if no rates are stated, at Neumo's then-current rates.

6. PROPRIETARY RIGHTS

6.1 Neumo Technology

Neumo retains sole and exclusive ownership of all rights (including but not limited to intellectual property rights), title and interest in and to the Services and any modifications thereto, together with any related information, software, source code, object code, APIs, documentation, configurations, templates, workflows, know-how, processes, methods, analytics, interfaces, connectors, tools, developments, updates, improvements, derivative works, and deliverables Neumo provides to Customer under this Agreement or any SOW (collectively, “Neumo Technology”). Customer is not authorized to use (and shall not permit any third party to use) Neumo Technology or any portion thereof except as expressly authorized by this Agreement or an applicable SOW. Subject to Customer's payment of all Fees due under this Agreement and any applicable SOW, Neumo grants to Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement or any SOW), to use those elements of Neumo Technology embodied in any Services deliverables, if any, in Customer's ordinary course of business, solely as so embodied and only during the applicable SOW term. The Services rendered by Neumo under this Agreement or any SOW shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Neumo Technology shall vest solely in Neumo. The provisions of this section shall survive termination of this Agreement and any SOW executed hereunder.

6.2 Customer Data

All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and all intellectual property rights in Customer Data are and will remain the property of Customer. Subject to the confidentiality obligations set forth herein, Customer hereby grants to Neumo a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, host, copy, transmit, display, process, reproduce, modify, create derivative works of, and otherwise exploit Customer Data throughout the Term of this Agreement and any applicable SOW (and after termination to the extent necessary for Neumo to fulfill any post-termination obligations to Customer), to provide, secure, support, maintain, operate, monitor, analyze, and improve the Services and Neumo's products and services. Neumo may use aggregated or de-identified data derived from



Customer Data or Customer's use of the Services for analytics, benchmarking, product improvement, security, operational, and business purposes, provided such data does not identify Customer or any individual. For avoidance of doubt, Customer Data shall be deemed "Confidential Information" and shall be protected in accordance with the confidentiality provisions of this Agreement.

6.3 Third Party Items

Any hardware and third-party software components provided by Neumo in connection with the Services shall be identified in the applicable SOW. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors. Customer understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Customer further agrees to use the third-party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Customer authorizes Neumo to accept the terms of each license on behalf of the Customer when the software is installed. Neumo disclaims all warranties of merchantability and fitness for a particular purpose and makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software provided under this Agreement or any SOW.

6.4 Feedback.

If Customer or any of its users provides suggestions, enhancement requests, recommendations, corrections, ideas, or other feedback regarding the Services, Neumo Technology, or Neumo's products or services ("Feedback"), Customer grants Neumo a perpetual, irrevocable, worldwide, sublicensable, transferable, royalty-free license to use and exploit the Feedback for any purpose without restriction, attribution, or compensation. Feedback will not be deemed Customer Confidential Information unless the Parties expressly agree otherwise in writing.

7. CONFIDENTIAL INFORMATION

7.1 Confidentiality

The Party receiving information ("Recipient") from the other Party ("Discloser") shall treat the Discloser's information as confidential and proprietary ("Confidential Information") unless: (1) Recipient is able to demonstrate that the information was known to Recipient prior to the disclosure; (2) Recipient is able to demonstrate the information is part of the public domain; or (3) Recipient's personnel, without knowledge of the Confidential Information, independently develops the information. Recipient shall: (1) protect the secrecy of the Discloser's Confidential Information using the same degree of care it accords to its own confidential information, which in no event will be less than a reasonable degree of care; (2) not disclose the Discloser's Confidential Information to anyone other than an employee, subcontractor, or agent that has: (i) a reason to know the Confidential Information; (ii) been advised of the confidential nature of the information; and (iii) confidentiality obligations that protect the information from further disclosure; and (3) not use the other Party's Confidential Information except to perform its obligations under this Agreement or any applicable SOW. Recipient may disclose the Discloser's Confidential Information pursuant to a court order or as otherwise required by law, provided that, where legally permitted, Recipient first provides Discloser with written notice and a reasonable opportunity to oppose that disclosure, and reasonably cooperates, at the Discloser's cost,



with Discloser to limit the disclosure to the extent permitted by law. The obligations of this section shall survive termination of this Agreement and any SOW executed hereunder.

7.2 Public Disclosures

Neumo acknowledges that Customer is subject to one or more public record/open door acts which generally provide that unless exempted under the applicable act, all records relating to a public agency's business constitute "public records or files" and are open to public inspection, disclosure and copying. Accordingly, Customer will not be deemed in breach or be considered in violation of this Agreement or any applicable SOW if Customer needs to disclose Neumo's Confidential Information to respond to a valid request made under such an act. If Customer receives a request under an applicable public records/open door act that requires the disclosure of Neumo's Confidential Information, Customer will notify Neumo of the request and, if Neumo desires to object, shall reasonably assist Neumo in seeking to protect the information from disclosure in a court of competent jurisdiction.

7.3 Residuals

During the performance of Services under this Agreement or any SOW, Neumo personnel will learn to be more efficient through learning new ideas, know-how, methods, techniques, processes and skills ("Residuals"). Neumo may use, disclose, and otherwise employ such Residuals in its business (including, but not limited to, providing services or creating similar programming or materials for other customers) without violating this section. Residuals exclude Customer's Confidential Information and Neumo may only use Customer's Confidential Information as set forth in this Agreement or an applicable SOW.

8. WARRANTIES

8.1 Limited Warranty

Neumo warrants that (i) the Services performed under this Agreement and any applicable SOW will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and (ii) that the Services will be free from material errors that would prevent the documented operational features of the Services from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Neumo. Customer's exclusive remedy and Neumo's entire liability for breach of the foregoing warranty is for Neumo to use commercially reasonable efforts to reperform the affected Services or correct the material error, provided that Customer gives Neumo written notice describing the breach within thirty (30) days after Customer discovers, or reasonably should have discovered, the alleged breach. The limited warranty provided in this Section 8.1 shall not cover, and shall be void as to (a) any third party hardware or software provided to or used by Customer in connection with the Services; (b) any Product component on which maintenance has been performed by a third party not authorized in writing by Neumo; (c) any Product component that has been altered or modified by Customer or any third party not authorized in writing by Neumo; (d) any Product component that is damaged due to the acts or omissions of Customer or any third party; (e) any Product component that has been damaged as a result of failure to operate the Services in accordance with documentation or operating instructions provided by Neumo; (f) any Product failure due to force majeure or exposure to unusual physical or electrical stress; or (g) any issue caused by Customer-controlled systems, networks, data, configurations, integrations,



security settings, or on-premise environments. The warranty obligations set forth in this Section 8.1 shall apply across all SOWs executed under this Agreement.

Governmental Authority; Professional Judgment. Customer retains all governmental, regulatory, adjudicatory, enforcement, policy, legal, and discretionary authority associated with its programs, operations, constituents, records, revenues, transactions, and decisions. Neumo does not make governmental, adjudicatory, eligibility, enforcement, tax, legal, or policy decisions on behalf of Customer unless expressly stated in an SOW and permitted by applicable law. Neumo's Services, deliverables, reports, recommendations, analytics, workflows, and other outputs are intended to support Customer's operations and decision-making and do not constitute legal, tax, accounting, financial, or policy advice.

8.2 Disclaimer

THE LIMITED WARRANTIES SET FORTH IN SECTION 8.1 ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. NEUMO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF COMPLIANCE WITH LAWS, AND ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) OR THAT COULD BE DEEMED TO HAVE ARISEN FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEUMO EXPRESSLY DOES NOT WARRANT THAT THE SERVICES OR ANY HARDWARE OR SOFTWARE COMPONENT THEREOF WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT OR ANY SOW FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. NEUMO AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW.

9. INDEMNITY

9.1 Intellectual Property Infringement

Neumo shall defend Customer from and against any claim, legal action or proceeding brought or made against the Customer by an unaffiliated third party alleging that the Services, when used as authorized under this Agreement or any applicable SOW, infringes on any copyright, patent, trade secret, or other intellectual property rights of a third party ("Infringement Claim") and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Neumo (including reasonable attorneys' fees) resulting from such Infringement Claim. If an Infringement Claim is made or, in Neumo's opinion, is likely to be made, Neumo may, at its option and expense, procure for Customer the right to continue using the affected Services, modify or replace the affected Services so they are non-infringing, or terminate the affected Services and provide a pro rata refund of prepaid unused Fees for the affected Services. The foregoing indemnification obligation of Neumo shall not apply: (1) if the Services are modified by any party other than Neumo, but solely to the extent the alleged infringement is caused by such modification; (2) if the Services are combined with products or processes not provided by Neumo, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Services; (4) to any action arising as a result of Customer Data, Customer requirements, specifications, instructions, or any third-party deliverables or components contained within or used with the Services; (5) if Customer settles or makes any admissions with respect to a claim without Neumo's prior written consent; or (6) to open-source software or



third-party items. This Section states Neumo's sole liability and Customer's exclusive remedy for any Infringement Claim.

9.2 Mutual Indemnity

To the extent allowable by applicable law, each Party shall indemnify and hold harmless the other Party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement or any SOW executed hereunder, resulting in whole or in part from the negligent acts or omissions of the indemnifying Party. To the extent allowable by applicable law, Customer shall defend, indemnify, and hold harmless Neumo from and against any third-party claim arising from Customer Data, Customer's use of the Services in violation of this Agreement or applicable law, Customer-controlled systems or environments, or Customer's failure to obtain required rights, consents, approvals, or authorizations for Neumo to process Customer Data or perform the Services.

9.3 Conditions of Indemnity

To the extent allowable by applicable law, each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) give the indemnifying Party sole control over the defense and settlement of the claim (provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld); and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

10. LIMITATION OF LIABILITY

10.1 Consequential Damages Waiver

NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW EXECUTED HEREUNDER FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY, (ii) CUSTOMER'S PAYMENT OBLIGATIONS, OR (iii) CUSTOMER'S BREACH OF THE USE RESTRICTIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE.

10.2 Liability Cap

EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF NEUMO'S INTELLECTUAL PROPERTY RIGHTS IN NEUMO TECHNOLOGY, (ii) CUSTOMER'S PAYMENT OBLIGATIONS, OR (iii) CUSTOMER'S BREACH OF THE USE RESTRICTIONS, EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO

