



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("**AGREEMENT**") GOVERNS USE OF OUR SOFTWARE CONSULTING AND CUSTOM DEVELOPMENT SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on May 4, 2026. It is effective as of the date (the "**Effective Date**") You accept this Agreement.

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions:

(a) "**Order Forms**" means the documents for placing orders hereunder that are entered into between You and Us or any of our respective Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

(b) "**Services**" means the software consulting, custom development, and related professional services that are ordered by You under an Order Form and provided by Us, as further described in the applicable Statement of Work and any related documentation. "Services" exclude any third-party applications or platforms ("Non-Portwood Applications") used by You in connection with the Services.

(c) "**Portwood**," "**Company**," "**Us**," or "**We**" means Portwood LLC, an Indiana Limited Liability Company with its principal place of business at 6044 Portwood Ct, Indianapolis, IN 46254.

(d) "**Client**" or "**You**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

2. Scope:

(a) Company will perform and deliver the consulting and development services ("Services") described in each Statement of Work duly executed by both parties ("SOW"). Each such SOW is hereby incorporated into this Agreement.

(b) Each SOW will fully describe the scope, duration, and fees for the Services. Changes to any SOW may be made upon the written mutual agreement of the parties hereto. As used herein, the term "Work Product" shall mean the deliverables that constitute the Services.

3. Third-Party Platforms and Terms of Service:

(a) This Agreement is between You and Us. You acknowledge that the Services may involve, integrate with, or be deployed on third-party platforms, hosting providers, or software-as-a-service offerings (each, a "Third-Party Platform"). By agreeing to these terms You confirm that You accept and agree to abide by the applicable terms of use of any such Third-Party Platform. Notwithstanding any other provision of this Agreement, You acknowledge and agree that We shall not be responsible or liable for the acts or omissions of any Third-Party Platform provider.

(b) Furthermore, by agreeing to these terms You confirm that You accept and agree to abide by the Portwood Terms of Use, as updated from time to time.

4. Term/Termination:

(a) This Agreement is effective as of the date first written above and continues until the completion of the Services, or until earlier terminated in accordance with this Agreement ("Term").

(b) Client or Company may terminate this Agreement and all SOWs then in effect at any time, in whole or in part, with or without Cause (defined below), by giving written notice to the other party. In the event of termination by Client without Cause or by Company for Cause, unless otherwise set forth in any applicable SOW, any amounts pre-paid to the Company shall not be refunded and Client shall pay Company, within ten (10) days after termination, the daily rate for work performed above any pre-paid amounts up to the date of termination. In the event of termination by Company without Cause, unless otherwise set forth in any applicable SOW, Company shall refund Client, within ten (10) days after termination, any pre-paid amounts for which the Services have not been provided.

(c) Either party may terminate this Agreement and all SOWs then in effect for Cause, in which case the non-breaching party will have no other liability arising out of the termination of this Agreement or any SOW.

(d) For purposes hereof, "Cause" shall mean the breach of a material provision of this Agreement and the failure to cure such breach within thirty (30) days (immediately in the case of a breach of Section 5) after receiving written notice describing the breach.

5. Compensation:

(a) Client shall pay to Company the fees, and shall reimburse Company for any disbursements, in accordance with the terms and payment schedule set forth in the SOW.

(b) All travel expenses are to be paid for by the Client provided they have been agreed in writing in advance by Client.

6. Confidential Information:

(a) As used herein, "Confidential Information" means any and all technical or business data or information (including third party information), and/or software furnished, in whatever form or medium, by either party to the other regardless of whether such technical or business data or information is marked or identified as "Confidential."

(b) Each party receiving Confidential Information shall: (1) treat as confidential, and preserve the confidentiality of, the Confidential Information of the disclosing party; (2) use the Confidential Information solely for the purposes of this Agreement; (3) other than in connection with performing the Services, not copy such Confidential Information unless specifically authorized by the disclosing party; and (4) limit

dissemination of the Confidential Information to personnel to whom disclosure is necessary for the purposes of this Agreement.

(c) The obligations imposed by this Agreement will not apply to any information that: (1) is already in the possession of the receiving party as shown by documentation; or (2) is or becomes publicly available through no fault of the receiving party; or (3) is obtained from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed.

7. Ownership:

(a) **Custom Work Product (Work for Hire):** Unless otherwise set forth in any applicable SOW, all custom deliverables, code, configurations, documentation, and other materials specifically developed by Company for Client under an SOW (collectively, "Custom Work Product") shall be considered "work made for hire" to the maximum extent permitted by applicable law. Upon Client's payment in full of all amounts due hereunder for the applicable Services, Client shall own all right, title, and interest in and to the Custom Work Product, including all associated intellectual property rights. To the extent any Custom Work Product does not qualify as a work made for hire, Company hereby irrevocably assigns to Client all right, title, and interest therein, and agrees to execute such further documents as Client may reasonably request to perfect such assignment.

(b) **Portwood Products and Pre-Existing IP:** Notwithstanding Section 7(a), Company retains all right, title, and interest in and to (i) Portwood DocGen and any other software products, modules, libraries, frameworks, tools, templates, utilities, methodologies, know-how, or other materials owned, developed, or licensed by Company independently of the Services, whether existing as of the Effective Date or developed thereafter (collectively, "Portwood Products"), and (ii) any general improvements, bug fixes, or enhancements to Portwood Products made in the course of the Services. Portwood DocGen is made available under its applicable open-source license, and Client's use of Portwood DocGen shall be governed by the terms of that license. For any other Portwood Products that Company installs, deploys, or incorporates into the Custom Work Product, Company grants Client a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), worldwide, royalty-free, perpetual license to use such Portwood Products solely for Client's internal business purposes and solely as embedded in or used together with the Custom Work Product. Client shall not market, sell, sublicense, or distribute any Portwood Product on a stand-alone basis.

(c) **Third-Party Materials:** Company will not incorporate any invention, improvement, development, concept, discovery, code, or other proprietary information owned by any third party into any deliverable item without the Client's prior written permission, except for open-source components used in accordance with their applicable licenses, which Company will identify to Client upon reasonable request.

8. Injunctive Relief:

The parties acknowledge that a breach, actual or threatened, of Section 6 will cause irreparable harm to the non-breaching party, the amount of which may be extremely difficult to estimate, thus making any remedy at law inadequate. The parties will therefore be entitled to seek immediate injunctive relief and any other relief they deem appropriate from a court of competent jurisdiction

without having to post a bond or other security. This right is in addition to any other remedy available in law or equity.

9. Warranties:

CLIENT AND COMPANY ACKNOWLEDGE AND AGREE THAT BECAUSE OF THE COMPLEX NATURE OF SOFTWARE AND THE INTERNET, COMPANY DOES NOT WARRANT THAT THE SERVICES AND/OR WORK PRODUCT UNDER THIS AGREEMENT WILL BE COMPLETELY ERROR FREE. FURTHER, COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company represents and warrants that: (i) the Services and Work Product provided hereunder do not infringe any third party patent, copyright, trademark, trade secret or other proprietary rights; (ii) Company's performance of the Services and all terms of this Agreement will not breach any agreement that Company has with another party; (iii) in performing the Services, Company will not use any third party confidential or proprietary information, or infringe the rights of another party, nor will Company disclose to Client, or bring onto Client's premises, or induce Client to use any third party confidential or proprietary information; (iv) Company will abide by all applicable laws and regulations in the course of performing the Services; and (v) no disabling code or other devices will be incorporated or present within the Work Product.

10. Indemnification:

Company will indemnify, defend at its expense and hold harmless, Client, its officers, directors, affiliates, agents and employees from any and all third party losses, liabilities, damages, claims, demands, litigation, expenses and liabilities (including related costs and reasonable attorneys' fees) of every nature ("Liabilities") arising or resulting, directly or indirectly, from infringement of any third-party intellectual property rights by the Services or Work Product or the use thereof. Client will indemnify, defend at its expense and hold harmless, Company, its officers, directors, affiliates, agents and employees from any and all Liabilities arising or resulting, directly or indirectly, from the use or exploitation of the Work Product by Client.

11. Limitation of Liability:

Neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising under this Agreement. Notwithstanding the foregoing, this limitation of liability does not apply to any breach of the obligations set forth in Section 6 of this Agreement.

12. Independent Contractor:

Company hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of Client; that Company does not have the authority to act for Client or to bind Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Client (other than disbursements made by Company on Client's behalf in connection with the Services); and that any personnel provided by Company will be the employees, agents or contractors of Company operating under its direction. Company and its personnel are not entitled to unemployment insurance benefits as a result of performing under this Agreement. Company is solely

responsible for all matters relating to payment of its personnel, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state and local laws, rules and regulations. Company must indemnify and hold Client harmless from any causes of action arising out of Company's liability to its personnel.

13. Deadlines:

Company acknowledges that any deadlines set forth in a SOW are important, and will make commercially reasonable efforts to meet such deadlines. Failure to produce a Work Product by a particular deadline shall not be grounds for cancellation of this Agreement or any SOW. Client agrees that, in all circumstances, any deadline shall be adjusted forward to the extent that Client is delayed in providing Company with information necessary for Company to perform the Services.

14. Remedies:

In addition to all other rights and remedies available, each party has the right of specific performance and the right to obtain injunctions.

15. Assignment and Delegation:

Neither this Agreement nor any rights or interests in this Agreement is assignable or transferable without written permission of the other party.

16. Non-Solicitation:

From the date of this Agreement until 12 months after the termination of this Agreement (the "Restricted Period"), Client or Company will not, without the other's prior written consent, directly or indirectly, solicit or encourage any employee or contractor of either party or its affiliates to terminate employment with, or cease providing services to, the other party or its affiliates. During the Restricted Period, Client will not, whether for Client's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere (through the use of the Company's Confidential Information or any other proprietary information) with any person who is or during the period of Client's engagement with the Company was a partner, supplier, customer or client of the Company or its affiliates. If Client breaches this Section 16, Client agrees to pay the Company, as liquidated damages: (a) in the case of a solicited employee of the Company, 75% of the employee's annual wage; or (b) in the case of a solicited contractor with the Company, the value of the solicited contractor's agreement for services with the Company during the 12 month period before such solicitation. The parties agree that such damages are a reasonable estimate of the foreseeable damages associated with a breach of this Section 16 because the Company has an expectation, through contracting with these entities, that it will recoup certain expenses caused by contracting with such entities. Each party further agrees that it had an opportunity to review this Agreement (and also to have it reviewed by an attorney) before it was executed; it understands the basis for the pre-estimated damages provided herein; and at the time this Agreement was executed, the damages available for a breach of this Section 16 were difficult to ascertain, therefore, the parties agreed that this liquidated damages provision will be the exclusive remedy for a breach of this section.

17. Notices:

Any notices required under this Agreement must be sent to the addresses of the parties stated above. Notice will be deemed given (1) as of the first business day after they are deposited with an overnight courier, charges prepaid, return receipt requested, or (2) as of the day of receipt if they are deposited in first class U.S. mail, charges prepaid, return receipt requested; or (3) as of the day of receipt if they are hand delivered.

18. Governing Law:

This Agreement and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Indiana, without regard to its conflicts of laws rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Marion County, Indiana for any dispute arising under or relating to this Agreement.

19. Severability:

If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act by the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. If any part of this Agreement conflicts with any SOW, such SOW shall control.

20. Survival:

Sections 2, 3(b), 4, 6, 7, 8, 9, 10, 13, 15, 16, and 17 will survive the completion, expiration, termination or cancellation of this Agreement.

21. Entire Agreement:

This Agreement and any fully executed SOWs that are made, by its terms, part of this Agreement constitutes the entire agreement between the Parties with respect to the Services. This Agreement supersedes all prior oral or written communications or agreements of the Parties with respect to the Services.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.