

CAMBIO TOOL, LLC — MASTER SERVICES AGREEMENT

The terms that govern every Cambio Tool Order Form · Last updated October 30, 2026

Version 1.0 · Effective October 30, 2026 · <https://sign.cambiotool.com/legal/msa/v/1.0>

1. ABOUT THIS AGREEMENT

This Master Services Agreement (the "**Agreement**") governs every Order Form between Cambio Tool, LLC, a Wisconsin limited liability company ("**Cambio Tool**," "we," or "us"), and the customer named on that Order Form ("**Customer**" or "you"). Each of Cambio Tool and Customer is a "**Party**."

1.1 How this Agreement is accepted. This Agreement is incorporated by reference into each Order Form that links to or references it. By signing an Order Form, including electronically through [cambiotool.com](https://sign.cambiotool.com), Customer agrees to this Agreement. The person signing represents that they are authorized to bind Customer.

1.2 Entire agreement. This Agreement, including the Data Processing Addendum posted at sign.cambiotool.com/legal/dpa (the "**DPA**"), and each Order Form make up the entire agreement between the Parties regarding the Services. They supersede all prior proposals, quotes, and discussions. Terms on a Customer purchase order or vendor portal do not apply, even if Cambio Tool accepts or acknowledges that document.

2. DEFINITIONS

"**AI Features**" means the artificial intelligence and machine learning functionality Cambio Tool uses to analyze, summarize, classify, or enrich Customer Data, including any AI Agent.

"**AI Agent**" means a software agent, powered by one or more AI models, that Cambio Tool configures to perform tasks within the Services for Customer.

"**AI Output**" means content generated by the AI Features.

"**Applications**" means the software applications, dashboards, portals, reports, and tools that Cambio Tool builds, configures, or makes available to Customer as part of the Services.

"**Authorized Users**" means Customer's employees and contractors whom Customer permits to use the Services.

"**Cambio Technology**" means the Applications, Cambio Tool's software, code, templates, models, prompts, workflows, connectors, methods, and know-how, and all improvements to them, excluding Customer Data and Insights.

"**Customer Data**" means all data, files, and information that Customer or its Authorized Users provide, or that Cambio Tool accesses from Customer Systems, in connection with the Services.

"**Customer Systems**" means Customer's software, databases, ERP and other business systems, APIs, email, file directories, and spreadsheets.

"**Deployment Option**" means the Private or Government hosting and AI configuration described in Section 7 and selected on an Order Form. Each Order Form covers one Deployment Option.

"Insights" means the reports, metrics, analyses, summaries, recommendations, and other information the Services generate from Customer Data, including AI Output.

"Order Form" means an ordering document, signed by Customer, that references this Agreement and lists the Services, Deployment Option, fees, and term.

"Services" means the subscription, hosting, implementation, development, support, and other services described in an Order Form.

3. SERVICES AND ORDER FORMS

3.1 What we do. Cambio Tool designs, builds, deploys, operates, and supports Applications that read Customer Data from Customer Systems and turn it into Insights that help Customer run its business. The specific Applications, Deployment Option, and delivery commitments are set out in each Order Form.

3.2 Access to the Services. Subject to this Agreement and payment of fees, Cambio Tool grants Customer a non-exclusive, non-transferable right during the term of each Order Form for its Authorized Users to access and use the Services for Customer's internal business purposes.

3.3 Implementation and delivery. Implementation is described in the Order Form, including any fees and delivery commitments. Delivery periods begin once Customer has provided the access and cooperation described in the Order Form and Section 9.1.

3.4 Support. Cambio Tool provides standard support during business hours, Monday through Friday, Central Time, excluding U.S. federal holidays, unless the Order Form states otherwise.

3.5 Changes to the Services. Cambio Tool may improve and update the Services and Cambio Technology. Cambio Tool will not make changes that materially reduce the core functionality of the Services Customer has purchased during a then-current term.

3.6 Order of precedence. If the documents that make up this agreement conflict, the following order controls, highest first: (a) any special terms in an Order Form; (b) the DPA, on matters of processing, protecting, locating, and deleting Customer Data; (c) the rest of the Order Form; and (d) the rest of this Agreement. A term in an Order Form that differs from this Agreement applies only to that Order Form, unless it expressly states that it amends this Agreement for all orders.

3.7 Suspension. Cambio Tool may suspend Customer's or any Authorized User's access to all or part of the Services, but only to the extent and for as long as reasonably necessary, if: (a) Cambio Tool receives a court order, subpoena, or other legal or governmental demand that requires it; (b) Cambio Tool reasonably believes there is a security threat to the Services, to Customer's environment, or to other customers; (c) Customer or an Authorized User breaches Section 9.5 or uses the Services for a fraudulent or unlawful purpose; (d) Regulated Data, as defined in the DPA, is present in a Private deployment; or (e) payment is overdue as described in Section 5.4. Cambio Tool will give Customer advance notice where practicable and will promptly restore the Services once the cause is resolved. Suspension does not relieve Customer of its obligation to pay fees.

4. TERM, RENEWAL, AND TERMINATION

4.1 Agreement term. This Agreement starts when Customer signs its first Order Form and continues until every Order Form under it has expired or been terminated.

4.2 Order Form term. Each Order Form starts on its Effective Date and continues for the initial term stated on it (the "**Initial Term**"). If no Initial Term is stated, it is twelve (12) months.

4.3 Automatic renewal. At the end of the Initial Term and each Renewal Term, each Order Form automatically renews for an additional period equal to the Initial Term (each a "**Renewal Term**"), unless either Party gives the other written notice of non-renewal at least sixty (60) days before the end of the then-current term.

4.4 Termination for cause. Either Party may terminate an Order Form, or this Agreement, by written notice if the other Party: (a) materially breaches it and does not cure the breach within thirty (30) days after receiving written notice describing it (ten (10) days for non-payment), or commits a material breach that cannot be cured, in which case termination is effective immediately on notice; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days. In addition, Cambio Tool may terminate an Order Form immediately on written notice if Customer breaches Section 9.5 or otherwise misuses or misappropriates Cambio Technology.

4.5 Effect of termination. When an Order Form ends: (a) Customer's right to use the Services under it ends; (b) Customer will pay all fees accrued through the end date and, if Cambio Tool terminated for Customer's breach, all remaining fees for the then-current term; and (c) if Customer terminated for Cambio Tool's uncured breach, Cambio Tool will refund any prepaid fees for the period after termination. Data return and deletion are covered in Section 8.4.

4.6 Survival. Sections on fees owed, Customer Data, intellectual property, confidentiality, disclaimers, indemnification, limitation of liability, and general terms survive termination.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay the fees stated on the Order Form. Fees are non-cancelable and non-refundable except as this Agreement (including the DPA) or the Order Form expressly provides. The billing frequency Customer selects changes how often it is invoiced, not its commitment for the full term.

5.2 Invoicing. Unless the Order Form says otherwise, subscription fees are invoiced in advance at the billing frequency selected on the Order Form, starting on the Effective Date.

5.3 Payment terms. Invoices are due within thirty (30) days of the invoice date, in U.S. dollars, by ACH or another method Cambio Tool accepts.

5.4 Late payment. Overdue amounts accrue interest at the lesser of 1.5% per month or the highest rate allowed by law. Customer will also reimburse Cambio Tool's reasonable costs of collecting overdue amounts, including reasonable attorneys' fees. If any undisputed amount is more than thirty (30) days overdue, Cambio Tool may suspend the Services after giving Customer at least ten (10) days' written notice.

5.5 Disputed invoices. Customer must notify Cambio Tool in writing of any good-faith dispute within thirty (30) days of the invoice date and pay the undisputed portion on time. The Parties will work together promptly to resolve the dispute.

5.6 Expenses. Customer will reimburse reasonable, pre-approved travel and out-of-pocket expenses only if the Order Form provides for them.

5.7 AWS charges under the Government option. Under the Government option, Amazon Web Services bills Customer directly for its AWS GovCloud (US) account, including Amazon Bedrock usage. Those charges are Customer's responsibility and are not part of Cambio Tool's fees.

5.8 Taxes. Fees do not include sales, use, value-added, or similar taxes. Customer is responsible for those taxes, other than taxes on Cambio Tool's net income. If Customer is tax-exempt, it will provide a valid exemption certificate.

6. CUSTOMER DATA

6.1 Customer owns its data. As between the Parties, Customer owns and retains all right, title, and interest in and to Customer Data and Insights. Cambio Tool does not acquire any ownership of Customer Data or Insights under this Agreement or any Order Form.

6.2 Read-only access. Cambio Tool accesses Customer Systems on a read-only basis, and data flows in one direction only, from Customer Systems into the Services. Cambio Tool will not: (a) write to, overwrite, modify, or delete data in any Customer System; (b) return altered, enriched, or derived data to any Customer System; or (c) change the configuration of any Customer System, except to set up the read-only connection Customer approves. Insights are delivered separately through the Applications (for example, a web portal, dashboard, report, or email), not written back into Customer Systems.

6.3 Connection methods. Cambio Tool may connect to Customer Systems through any method Customer approves, including APIs, read-only database accounts or replicas, exports, and access to files such as spreadsheets in Customer file directories. Customer will provide read-only credentials where the Customer System supports them. If a Customer System only offers credentials with broader permissions, Cambio Tool will still use them for read-only purposes only.

6.4 Limited license to Cambio Tool. Customer grants Cambio Tool a limited, non-exclusive, non-transferable license during the term to access, copy, store, and process Customer Data only as needed to provide, secure, and support the Services for Customer. Cambio Tool will not sell Customer Data, use it to serve advertising, or use it to provide services to anyone other than Customer.

6.5 No training on Customer Data. Cambio Tool will not use Customer Data or Insights to train, fine-tune, or improve AI models made available to other customers, and will not permit its AI model providers to do so.

6.6 Aggregate usage data. Cambio Tool may collect technical and usage data about how the Services operate (for example, uptime, error logs, and feature usage) to maintain and improve the Services. This data will not include Customer Data in a form that identifies Customer, its employees, or its customers.

7. AI FEATURES AND DEPLOYMENT OPTIONS

7.1 Use of AI. The Services use AI Features to enrich Insights developed from Customer Data, for example by summarizing, classifying, forecasting, flagging exceptions, or answering questions about Customer's data. AI Features read Customer Data and generate Insights; they do not write to Customer Systems, and Section 6.2 applies to AI Agents in full.

7.2 Deployment Options. Customer selects one Deployment Option on each Order Form. Applications that use Regulated Data must run under the Government option.

	PRIVATE	GOVERNMENT
Hosting	A private virtual server dedicated to Customer, in a U.S. commercial cloud region Cambio Tool selects	An AWS GovCloud (US) account owned by Customer under its own agreement with Amazon Web Services
What Cambio Tool does	Hosts, operates, and supports the Applications and any AI Agent	Deploys, operates, and supports the Applications and any AI Agent inside Customer's account
AI models	Third-party providers' enterprise APIs, at the AI Tier on the Order Form	Anthropic Claude models through Amazon Bedrock inside Customer's account, selected by the AI Tier
Where Customer Data is processed	On Customer's private server, and transiently by the AI model provider to generate responses	Only within Customer's AWS GovCloud (US) account
Typical fit	Most commercial customers	Customers with defense, regulatory, or data-residency requirements

7.3 Private option model providers. Under the Private option, Cambio Tool uses only AI model providers whose terms (a) prohibit using Customer Data to train their models and (b) limit retention of Customer Data to what is needed to provide the service and monitor for abuse. Current providers are listed in the DPA and on Cambio Tool's posted subprocessor list.

7.4 Government option. Under the Government option, Cambio Tool acts as an external service provider operating within Customer's own AWS GovCloud (US) account, and responsibility for security requirements is shared among Customer, Cambio Tool, and Amazon Web Services as described in the DPA. Cambio Tool does not represent that the Services, by themselves, make Customer compliant with any law or regulation, including ITAR, EAR, DFARS, CMMC, or FedRAMP; any specific compliance commitments must be stated on the Order Form. Before providing it, Customer will identify on the Order Form, or otherwise in writing, any Customer Data that is export-controlled, Controlled Unclassified Information, or otherwise regulated, and will provide such data only under the Government option.

7.5 AI Tiers. Each Order Form states an AI Tier (Standard, High, or MAX) and any usage allowance. If usage exceeds the allowance, the Order Form governs.

7.6 Changing or adding options. Customer may change Deployment Options, or add the other Deployment Option under a separate Order Form, at any time. A change may include migration fees and different subscription fees.

7.7 Third-party infrastructure. Hosting and AI models are provided by third parties. Cambio Tool is responsible for its own selection and configuration of these providers, but not for outages or failures of third-party infrastructure outside its reasonable control. Under the Government option, Customer contracts with Amazon Web Services directly.

8. SECURITY, PRIVACY, AND DATA RETURN

8.1 Safeguards. Cambio Tool will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Data, including: encryption of Customer Data in transit and at rest; a dedicated environment for each customer; role-based access limited to personnel who need it to

perform the Services; multi-factor authentication for Cambio Tool personnel; and Authorized User sign-in through Customer's identity provider (such as Microsoft 365 or Google) where supported. The DPA describes these safeguards in more detail.

8.2 Credentials. Cambio Tool will store credentials for Customer Systems securely, use them only for read-only access under this Agreement, and stop using them when the related Order Form ends.

8.3 Security incidents. If Cambio Tool confirms a Security Incident, as defined in the DPA, it will notify Customer within seventy-two (72) hours after confirming it (or sooner where the DPA requires), take reasonable steps to contain it, and provide information Customer reasonably needs to meet its own legal obligations.

8.4 Return and deletion. For thirty (30) days after an Order Form ends, Customer may request an export of its Insights and any Customer Data stored in the Services, in a commonly used format. Cambio Tool will then delete Customer Data within a further thirty (30) days, except copies in routine backups, which will be deleted on the normal backup cycle and kept confidential until then. Cambio Tool will confirm deletion in writing on request.

8.5 Personal information. The Services are not designed to process sensitive personal information (such as health, financial-account, or government-ID data). Customer will not direct Cambio Tool to ingest such data unless the Order Form allows it. Where Customer Data includes personal information, each Party will comply with privacy laws that apply to it, and Cambio Tool will process it as described in the DPA.

9. CUSTOMER RESPONSIBILITIES

9.1 Access and cooperation. Customer will provide timely access to Customer Systems, read-only credentials, sample data, and knowledgeable personnel as reasonably needed for Cambio Tool to perform the Services. Delays caused by Customer extend delivery periods accordingly.

9.2 Right to share data. Customer represents that it has all rights, licenses, and consents needed to give Cambio Tool access to Customer Data and Customer Systems, and that doing so will not violate any law or any agreement with a third party (including Customer's software vendors' terms of use).

9.3 Data quality. Insights depend on the accuracy and completeness of Customer Data. Customer is responsible for the accuracy of its source data.

9.4 Authorized Users. Customer is responsible for its Authorized Users' compliance with this Agreement, for keeping their sign-in credentials secure, and for promptly removing access for users who leave or no longer need it.

9.5 Acceptable use. Customer will not, and will not allow anyone to: (a) resell, sublicense, or provide the Services to third parties; (b) reverse engineer, copy, or create derivative works of Cambio Technology, except as allowed by law; (c) use the Services to build a competing product; (d) use the Services in violation of law, including export-control and sanctions laws; (e) interfere with or attempt to gain unauthorized access to the Services or other customers' environments; (f) bypass, disable, or breach any security control used by the Services; (g) introduce viruses or other malicious code; (h) remove or obscure any proprietary notices in the Services; (i) use the Services on a service-bureau, time-sharing, or similar basis for others; or (j) access the Services to benchmark or analyze them for competitive purposes.

10. INTELLECTUAL PROPERTY

10.1 Cambio Technology. Cambio Tool owns all right, title, and interest in and to Cambio Technology, including any Applications, features, connectors, and code developed for Customer, and all intellectual property rights in them. Because Cambio Tool reuses its tools across customers, custom development does not transfer ownership of Cambio Technology to Customer unless an Order Form expressly says so.

10.2 Customer's materials. Customer owns Customer Data, Insights, and its own trademarks and pre-existing materials. Customer grants Cambio Tool a limited license to display Customer's name and logo within Customer's own branded Applications.

10.3 No implied rights. Except for the rights expressly granted in this Agreement, neither Party grants the other any rights in its intellectual property.

10.4 Feedback. If Customer offers suggestions or feedback about the Services, Cambio Tool may use them without obligation, provided it does not identify Customer or disclose Customer's Confidential Information.

10.5 Publicity. Cambio Tool may identify Customer as a customer (name and logo) on its website and in marketing materials only with Customer's prior written consent, which Customer may withdraw at any time.

11. CONFIDENTIALITY

11.1 Definition. "Confidential Information" means non-public information one Party (the "**Discloser**") shares with the other (the "**Recipient**") that is marked confidential or that a reasonable person would understand to be confidential. Customer Data and Insights are Customer's Confidential Information. Cambio Technology and pricing are Cambio Tool's Confidential Information.

11.2 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of the Recipient; (b) the Recipient already knew without a duty of confidentiality; (c) the Recipient lawfully receives from a third party without a duty of confidentiality; or (d) the Recipient develops independently without using the Discloser's information. Exclusions (b) through (d) do not apply to Customer Data.

11.3 Obligations. The Recipient will use Confidential Information only to perform under or exercise its rights under this Agreement, will protect it with at least reasonable care, and will share it only with its employees, contractors, and advisors who need to know it and are bound by confidentiality obligations at least as protective as these.

11.4 Compelled disclosure. The Recipient may disclose Confidential Information if required by law or court order, provided it gives the Discloser prompt notice (where legally allowed) and reasonable help in seeking protective treatment.

11.5 Duration. These obligations last during the term and for three (3) years afterward, except that obligations for Customer Data and trade secrets last for as long as they remain confidential or protected.

12. WARRANTIES AND DISCLAIMERS

12.1 Mutual warranties. Each Party warrants that it is duly organized and in good standing, and has the authority to enter into this Agreement.

12.2 Cambio Tool warranties. Cambio Tool warrants that: (a) it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards; (b) the Services will access Customer Systems on a read-only basis as described in Section 6.2; and (c) it will not knowingly introduce viruses or other malicious code into Customer Systems.

12.3 Remedy. If Customer notifies Cambio Tool of a breach of Section 12.2 within thirty (30) days after discovering it, Cambio Tool will use commercially reasonable efforts to correct it. If Cambio Tool cannot correct it within thirty (30) days, Customer may terminate the affected Order Form and receive a refund of prepaid fees for the remaining term. This is Customer's exclusive remedy for breach of Section 12.2(a). Delivery credits are governed by the Order Form.

12.4 AI Output. AI Output is generated by probabilistic models and may be incomplete, inaccurate, or inconsistent. Insights, including AI Output, are decision-support tools only. Customer is responsible for reviewing Insights and for all business, financial, safety, quality, and operational decisions it makes using them, and should verify AI Output before relying on it for any decision with material consequences.

12.5 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES, INSIGHTS, AND AI OUTPUT ARE PROVIDED "AS IS," AND CAMBIO TOOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CAMBIO TOOL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT INSIGHTS OR AI OUTPUT WILL BE ACCURATE OR ACHIEVE ANY PARTICULAR BUSINESS RESULT.

13. INDEMNIFICATION

13.1 By Cambio Tool. Cambio Tool will defend Customer against any third-party claim alleging that Customer's authorized use of Cambio Technology infringes or misappropriates that third party's U.S. intellectual property rights, and will pay damages finally awarded or agreed in settlement. This does not apply to claims arising from Customer Data, Customer's modifications, combination with items not provided by Cambio Tool, or use in breach of this Agreement.

13.2 Mitigation. If Cambio Technology is or may become subject to such a claim, Cambio Tool may: (a) obtain the right for Customer to keep using it; (b) modify or replace it so it is non-infringing with similar functionality; or, if neither is commercially reasonable, (c) terminate the affected Services and refund prepaid fees for the remaining term.

13.3 By Customer. Customer will defend Cambio Tool against any third-party claim arising from: (a) Customer Data, including a claim that Cambio Tool's authorized access to or use of Customer Data or Customer Systems violates a third party's rights or a software vendor's terms; or (b) Customer's use of the Services in violation of law or Section 9.5. Customer will pay damages finally awarded or agreed in settlement.

13.4 Process. The indemnified Party must give prompt written notice of the claim, allow the indemnifying Party sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying Party's expense. The indemnifying Party may not settle a claim in a way that admits fault or imposes obligations on the indemnified Party without its consent.

13.5 Exclusive remedy. This Section 13 states each Party's entire liability, and the other Party's exclusive remedy, for third-party claims described in it.

14. LIMITATION OF LIABILITY

14.1 Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL ORDER FORMS WILL NOT EXCEED THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THE ORDER FORM GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. IF THAT EVENT OCCURS DURING THE FIRST TWELVE (12) MONTHS OF THAT ORDER FORM, THE CAP IS THE FEES PAYABLE UNDER THAT ORDER FORM FOR ITS FIRST TWELVE (12) MONTHS.

14.2 No indirect damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, OR BUSINESS DECISIONS MADE IN RELIANCE ON INSIGHTS OR AI OUTPUT, EVEN IF ADVISED OF THEIR POSSIBILITY.

14.3 Excluded Claims. "Excluded Claims" means: (a) Customer's obligation to pay fees; (b) a Party's indemnification obligations under Section 13; (c) a Party's breach of Section 11 (Confidentiality), other than a breach involving Customer Data, which remains subject to the cap in Section 14.1; (d) a Party's gross negligence, fraud, or willful misconduct; and (e) Customer's breach of Section 9.5, or its infringement or misappropriation of Cambio Technology.

14.4 Allocation of risk. The Parties agree these limitations reflect a reasonable allocation of risk and are an essential basis of the bargain, and apply even if a limited remedy fails of its essential purpose.

15. GENERAL TERMS

15.1 Governing law and venue. This Agreement is governed by the laws of the State of Wisconsin, without regard to its conflict-of-laws rules. The state and federal courts located in Milwaukee County, Wisconsin have exclusive jurisdiction, and each Party consents to venue there. The UN Convention on Contracts for the International Sale of Goods does not apply.

15.2 Notices. Legal notices (including notices of breach, termination, and non-renewal) must be in writing and sent to the addresses on the Order Form by email with confirmation of receipt, nationally recognized courier, or certified mail. Notices are effective on receipt. Either Party may update its notice address by notice to the other.

15.3 Assignment. Neither Party may assign this Agreement without the other's written consent, which will not be unreasonably withheld, except that either Party may assign it without consent to a successor in a merger, acquisition, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any other attempted assignment is void.

15.4 Subcontractors. Cambio Tool may use subcontractors and service providers (including cloud and AI model providers) to perform the Services. Cambio Tool remains responsible for their performance and for their compliance with its obligations regarding Customer Data. Subprocessors that process Customer Data are governed by the DPA.

15.5 Force majeure. Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, such as natural disasters, war, terrorism, labor disputes, government action, internet or utility failures, or outages of third-party infrastructure providers.

15.6 Independent contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

15.7 Non-solicitation. During the term and for twelve (12) months afterward, neither Party will directly solicit for employment any employee of the other who was materially involved in the Services, without the other's consent. General job postings are not solicitation.

15.8 Export compliance. Each Party will comply with U.S. export-control and sanctions laws that apply to it in connection with the Services.

15.9 Amendments and waivers. This Agreement may be amended only by a written document signed by both Parties, including an Order Form. A failure to enforce any provision is not a waiver.

15.10 Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the rest of this Agreement remains in effect.

15.11 Counterparts and electronic signatures. Order Forms may be signed in counterparts and by electronic signature, each of which is an original.

15.12 Equitable relief. A breach or threatened breach of Section 10 (Intellectual Property) or Section 11 (Confidentiality) may cause irreparable harm for which money damages would not be an adequate remedy. In that event, the non-breaching Party may seek an injunction, specific performance, or other equitable relief from any court of competent jurisdiction, in addition to any other remedies available at law or in equity.

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