

Order Form No. DH-ORD-4471

Customer Northwind Logistics Co.
Provider DataHarbor Analytics, Inc.
Order Effective Date August 19, 2024
Subscription Start August 19, 2024
Initial Subscription Term Twenty-four (24) months, expiring August 18, 2026
Billing Frequency Annual, in advance (Net 30)

Subscribed Services

Product	Quantity	Annual Fee
DataHarbor Platform – Growth Tier	Up to 50 seats	\$54,000.00
Advanced Analytics Module	1	\$12,000.00
Premium Support (24x7)	1	\$9,000.00
Total Annual Fee		\$75,000.00

Fee Adjustment. Fees for any renewal term shall increase by no more than seven percent (7%) over the fees for the immediately preceding term.

This Order Form incorporates and is governed by the DataHarbor Master Subscription Agreement (“MSA”) attached hereto, including the Term and Renewal provisions in Section 9 thereof.

Northwind Logistics Co. (Customer)

DataHarbor Analytics, Inc. (Provider)

7. Fees and Payment

7.1 Customer shall pay all fees set forth in the applicable Order Form within thirty (30) days of the invoice date. All fees are non-cancelable and non-refundable except as expressly set forth herein.

7.2 Provider may suspend access to the Services for any account more than thirty (30) days past due upon written notice.

8. Data and Security

8.1 Provider shall maintain administrative, physical, and technical safeguards designed to protect Customer Data, as further described in the Data Processing Addendum.

8.2 Customer retains all right, title, and interest in and to Customer Data. Provider shall process Customer Data solely to provide the Services.

9. Term and Renewal

9.1 Term. This Agreement commences on the Subscription Start date set forth in the Order Form and continues for the Initial Subscription Term stated therein, unless earlier terminated in accordance with this Agreement.

9.2 Automatic Renewal. Upon expiration of the Initial Subscription Term, and upon expiration of each renewal term thereafter, this Agreement shall **automatically renew** for a further renewal term equal to **the greater of twelve (12) months or the length of the then-expiring term**, at the renewal fees determined under Section 7 and the Order Form.

9.3 Notice of Non-Renewal. Either party may prevent automatic renewal by providing written notice of non-renewal to the other party **no earlier than ninety (90) days, and no later than thirty (30) days, prior to the expiration of the then-current term**. A notice of non-renewal delivered outside of that window shall be void, and this Agreement shall renew in accordance with Section 9.2.

9.4 Termination for Cause. Either party may terminate this Agreement for the other party's material breach that remains uncured thirty (30) days after written notice.

10. Warranties and Disclaimers

10.1 Each party represents that it has the authority to enter into this Agreement. Except as expressly set forth herein, the Services are provided “as is” without warranties of any kind.

11. Limitation of Liability

11.1 Neither party’s aggregate liability arising out of this Agreement shall exceed the fees paid or payable by Customer in the twelve (12) months preceding the event giving rise to the claim.

12. Confidentiality

12.1 Each party shall protect the other party’s Confidential Information using the same degree of care it uses to protect its own, and in no event less than reasonable care.

13. General

13.1 This Agreement, together with each Order Form, constitutes the entire agreement between the parties. This Agreement shall be governed by the laws of the State of Washington. Notices shall be sent to the addresses set forth in the Order Form.

Accepted and agreed by the parties as of the Order Effective Date.

Northwind Logistics Co.

DataHarbor Analytics, Inc.