

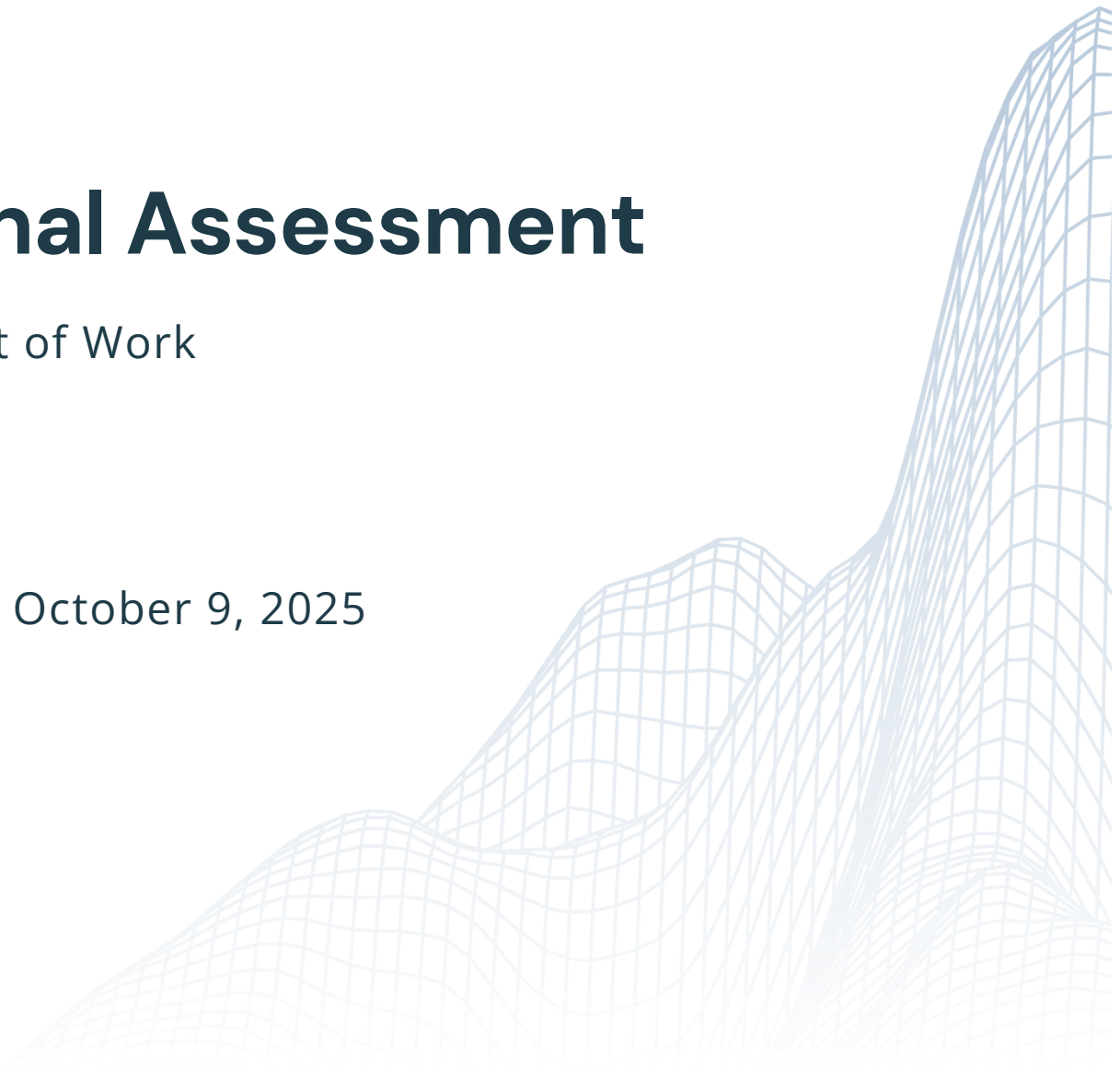


Aurora

# Internal Assessment

Statement of Work

Thursday, October 9, 2025



## Preamble

This Statement of Work ("**SOW**"), effective as of the date identified on the signature page below (the "**Effective Date**"), is entered into by and between NuHarbor Security, Inc. ("**NuHarbor Security**" or "**NuHarbor**"), a Vermont corporation with offices at 553 Roosevelt Hwy, Colchester, VT 05446, and the Client identified on the signature page below ("**Client**").

Client wishes to purchase from NuHarbor, and NuHarbor wishes to provide to Client, the testing services described in this SOW, in each case, subject to the terms and conditions of this SOW.

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NuHarbor and Client agree as follows:

# Internal Infrastructure Penetration Test Engagement

## Engagement Overview

NuHarbor Security will conduct an in-depth penetration test of the Client's Internal Network Infrastructure. This network-based technical testing activity is aimed at identifying and exploiting vulnerabilities on systems included in the testing scope. The penetration test will focus on high-risk issues with immediate exploitability but will also review medium/low-risk vulnerabilities that may be more difficult to exploit or have a lower impact on confidentiality, integrity, or availability.

**This test is limited to the scope of systems defined in the scoping section(s) below.**

## Service Phases

The following service phases will be conducted under this engagement. The party with "Primary" responsibility shall have the obligation of completing that phase or Deliverable with input and support from the "Assist" party. "Review" indicates the party will need to provide feedback on the deliverable. "Shared" indicates that both parties are responsible for completing the task.

| Phase | Description                                                                                                                                                                                                                                                                                                                                                                                                                        | NuHarbor Security | Client | Location |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------|----------|
| 1     | The testing scope is clearly defined, documented, and agreed to between NuHarbor Security and client.                                                                                                                                                                                                                                                                                                                              | Shared            | Shared | Remote   |
| 2     | Discovery scans are conducted to identify active devices and systems within the defined scope.                                                                                                                                                                                                                                                                                                                                     | Primary           | N/A    | Remote   |
| 3     | Vulnerability scans are conducted against all identified active devices and systems to identify potential vulnerabilities.                                                                                                                                                                                                                                                                                                         | Primary           | N/A    | Remote   |
| 4     | A combination of automated and manual testing techniques is used to exploit all identified vulnerabilities.                                                                                                                                                                                                                                                                                                                        | Primary           | N/A    | Remote   |
| 5     | Where exploitation is successful, and the exploit does not directly result in "root" or "admin" level access, further manual and automated testing will be leveraged to escalate privileges.                                                                                                                                                                                                                                       | Primary           | N/A    | Remote   |
| 6     | An attempt is made to deploy a temporary agent onto all exploited systems which then services as a proxy for the tester to pivot and conduct new, additional, discovery scans to identify which systems are visible to the exploited host. Where no exploitation is successful, a temporary agent can be deployed intentionally onto a system to test pivot exposure under a hypothetical exploitation scenario ("assume breach"). | Primary           | N/A    | Remote   |

| Phase | Description                                                                                                                                                                                                                                 | NuHarbor Security | Client | Location |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------|----------|
| 7     | Depending on the scoping of the engagement at this phase either the test concludes, or phases three through six are repeated until reaching a predefined destination within the network and no further systems are found to be exploitable. | Primary           | N/A    | Remote   |

## Approach & Methodology

Internal Penetration Testing Services include a series of assessments aimed at identifying vulnerabilities that could be present on the analyzed assets. These assessments may or may not include the following tasks:

- **Information gathering tests** – Attempt to identify live hosts, network topology, operating system, services provided, access control mechanisms, access servers and the interactions between systems.
- **Generic vulnerability tests** – Attempt to determine the presence of known vulnerabilities and to exploit them. This includes vulnerabilities related to legitimately provided services such as HTTP, FTP, SMTP mail exchangers and gateways, DNS, IMAP/POP, file, and print sharing services, etc.
- **Network characteristics and topology tests** – Attempt to determine the presence and exploit vulnerabilities related to network topology, network components configuration and design principles and protocol specific characteristics. These include tests that consider spoofing techniques, protocol specific tests such as usage of IP options, fragmentation, exploit of trust relationships, protocol encapsulation, routing tricks, design and implementation flaws in several network protocols and related services, etc.
- **Misconfiguration tests** – Attempt to identify and exploit typical misconfiguration problems.
- **Backdoor tests** – Attempt to identify the presence of known backdoors in the company's infrastructure and exploit them.
- **Authentication and access control schemes tests** – Attempt to subvert authentication and access control mechanisms based on common attacks that exploit the lack of a strict security policy or the enforcement of such. This includes dictionary and brute force attacks on reusable passwords, exploit of weak authentication schemes, social engineering, exploit of contingency plan procedures, etc.

The tests will include common hacking techniques and may or may not include the use of automated penetration testing tools and other commercially available and homegrown tools.

The penetration testing effort will be focused on but not limited to:

- Assessing the security posture with regards to the network ranges to be analyzed, which includes:
  - Performing information gathering test to identify live hosts and the services they provide.
  - Determining potential vulnerabilities which might affect the hosts, services and applications discovered.
  - Exploiting the potential vulnerabilities in a controlled fashion, to weed out false positives and appraise the degree of exposure caused by the vulnerability.

- Identify solutions to address the security issues found.
- Investigating the consequences of a targeted attack by specialized individuals, as well as evaluating the skill set required by an attacker to carry out a successful attack.
- Analyzing the potential outcome of a successful compromise
- Providing recommendations to remediate or mitigate the issues found as well as prevent similar issues from recurring.
- Documenting the results of the tests performed to construct a foundation for future testing as well as a quarterly snapshot of the security stance. This will allow the client to compare future penetration testing efforts as a means of evaluating the efficiency and effectiveness of client's efforts to strengthen its security posture.

## Details of Engagement

### Engagement Scope

#### Internal Infrastructure Penetration Test Scoping Information

This internal assessment covers the following scope:

- Timeboxed for 4 weeks.
- Up to 2,700 internal IP addresses.

### Engagement Deliverables

All our reports will follow the format of:

- **Technical Report** – A comprehensive report summarizing the details of the overall engagement. Additionally, a detailed list of all findings from the penetration test including, if appropriate, a full set of reproduction steps and screen shots to assist in the remediation of the finding.

## Roles and Responsibilities

### NuHarbor Security

During this engagement, NuHarbor will provide the following:

- Overall Project Management of activities of the NuHarbor consultants to ensure success of the consulting engagement and to identify, communicate and escalate, where appropriate, to the Client.
- One or more NuHarbor consultant(s) as required for delivery of the services.
- Expertise from other NuHarbor consultants for the purposes of review and quality assurance.

### Client

During this engagement, the Client will need to perform the following activities:

- Identify a primary technical point of contact to help the NuHarbor Consultant(s) coordinate access to the required technical access, project materials and personnel.
- Identify an Executive Sponsor to facilitate staff cooperation.
- Identify an individual with authority to approve change requests.

## Assumptions and Limitations

The following assumptions were developed in creating this SOW. Any changes to these assumptions may impact the deliverables, project timeline, assigned resources or estimated services fees.

- All testing will occur during normal business hours (**9am to 4pm Eastern, Monday through Friday**).
- Client will provide a single point of contact for the duration of the engagement.
- Unless stated otherwise, **all work will be performed remotely**.
- Engagements are limited to the predefined scope.
- Client will maintain proper backups of systems under test in the event testing causes ill effects.
- Engagement dependencies (IP Addresses, URL's, Accounts, etc.) will be provided **at least ten (10) days prior** to the start of the engagement.
- If any systems or applications are hosted and/or managed by a third party, client will obtain proper permissions prior to the engagement.
- Additional out of pocket NuHarbor costs directly related to this engagement will be pre-approved by the Client's office management team and reimbursed.
- All deliverables for this engagement will utilize NuHarbor templates, formats, and structure. The level of effort for this project is contingent upon this assumption.

## Engagement Fees

### Deliverables and Fees

The following deliverables will be provided under this engagement:

| Item         | Description                                            | Fee                 |
|--------------|--------------------------------------------------------|---------------------|
| RS-INTINF    | Internal Penetration Test<br>(Scope as outlined above) | \$45,000            |
| Total Amount |                                                        | <b>\$45,000 USD</b> |

### Estimated Travel and Lodging Expenses

Travel and lodging expenses are not a part of this engagement as it is assumed all work will be conducted from a remote location. If testing is to be conducted from an onsite location, consultant travel and lodging fees will be applied to the invoice for the services.

### Out of Scope

This Statement of Work includes only the services referenced in the Engagement Overview and Detailed Engagement sections. If additional Information Security or Compliance services are desired, NuHarbor will provide a separate Change Order or additional Statement of Work for consideration by Client.

### Invoicing Terms

Invoicing for this Statement of Work shall occur as follows:

- 50% upon execution of this Statement of Work
- 50% upon Client receipt of written deliverables from the results of the defined assessment, **irrespective of any applicable pending retest fees** that are not explicitly defined above.
- All payments will be made in accordance with Illinois Local Government Prompt Payment Act

### Acceptance

The terms specified in this Statement of Work are valid for **30 days**. If the Statement of Work is executed after that date, all terms are subject to change.

### SOW Term

The initial term of this SOW will commence on the Effective Date and, unless terminated sooner in accordance with the terms of this agreement, terminate upon Client's receipt of services and final deliverables (the "SOW Term"). Within 30 days of executing this Statement of Work, NuHarbor Security and Client will reach an agreement on scheduling the engagement.

### Effect of Termination

Upon expiration or termination of this SOW, (a) each Party shall return to the other Party or destroy all the other Party's Confidential Information relating to this SOW, (b) all rights and licenses granted by NuHarbor to Client hereunder shall immediately terminate, and (c) NuHarbor shall have no obligation to provide any further Services under this SOW to Client.



## General Terms and Conditions

These General Terms and Conditions ("**Terms**") together with the Statement of Work ("**SOW**") is between NuHarbor Security, Inc. ("**NuHarbor**") and the customer identified in the applicable SOW ("**Customer**") and will be effective during the term of the SOW.

**1. NuHarbor Responsibilities.** Subject to the terms and conditions of these Terms and the SOW, NuHarbor shall provide the services as described in the SOW ("**Services**").

**2. Customer Responsibilities.** Customer shall: (a) perform its obligations described in the SOW; (b) provide NuHarbor with access to all data, information, materials, documents, content, and Customer's systems, networks, and other technology ("**Customer Materials**") as reasonably required by NuHarbor to provide the Services; (c) if NuHarbor is performing Services at Customer facilities, provide NuHarbor personnel with access to Customer's premises, offices, and other facilities as may be required for NuHarbor to perform the Services; and (d) to the extent applicable, obtain all approvals, consents, and authorizations to comply with all applicable laws in relation to the Services. If NuHarbor's performance of its obligations under these Terms or the SOW is delayed or prevented by any act or omission of Customer or its representatives, NuHarbor will not be deemed in breach of these Terms or the SOW or otherwise liable for any costs, charges, or losses incurred by Customer to the extent relating to such delay or prevention. NuHarbor will not be liable for any loss, damage, costs, expenses, or other claims for compensation arising from any Customer Materials or instructions supplied by Customer which are incomplete, incorrect, inaccurate, illegible, or defective in any other way. Customer agrees and acknowledges that its failure to obtain necessary consents and authorizations could result in claims or actions for which Customer will be solely responsible and Customer will cooperate with NuHarbor and any governmental authority as necessary to resolve such claims.

**3. Fees; Payment.** In consideration of the provision of the Services by NuHarbor, Customer shall pay the fees set forth in the SOW and reimburse NuHarbor for all written pre-approved out-of-pocket expenses identified therein or otherwise approved by Customer in writing. Unless otherwise specified in the SOW, Customer will be invoiced in advance and will pay all fees in accordance with Illinois Local Government Prompt Payment Act.

**4. Intellectual Property.** All intellectual property rights, including copyrights, patents, trademarks, trade secrets, know-how, derivative works and all other rights in and to all templates, documents, reports, work product and other materials that are delivered to Customer or prepared by or on behalf of NuHarbor in the course of performing the Services (collectively, the "**Deliverables**") (except for any Customer Confidential Information or Customer Materials) shall be owned exclusively by NuHarbor. NuHarbor hereby grants Customer a limited, non-exclusive, perpetual, worldwide license to use, display, and reproduce Deliverables solely to the extent necessary to enable Customer to make reasonable use of the Deliverables and Services for Customer's internal business purposes. If Customer provides any feedback or suggestions to NuHarbor regarding the Services, Customer grants to NuHarbor a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit such feedback. Feedback excludes any Customer Confidential Information. NuHarbor acknowledges that, as between NuHarbor and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Materials. Customer hereby grants to NuHarbor a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Materials solely as may be necessary for NuHarbor to perform the Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and completeness of all Customer Materials.

**5. Confidentiality.** From time to time, whether written or orally, either party (as "**Discloser**") may disclose or make available to the other party (as "**Recipient**"), non-public, proprietary, and confidential information of Discloser that is identified as confidential or proprietary or should be reasonably understood by the Recipient to be confidential or proprietary ("**Confidential Information**"), including, but not limited to information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's breach of this Section; (b) is or becomes available to Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Recipient's possession prior to Discloser's disclosure hereunder; (d) was or is independently developed by Recipient without using any Confidential Information; or (e) is aggregated and anonymized. Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (iii) not disclose any such Confidential Information to any person or entity, except to Recipient's personnel and agents who need to know the Confidential Information to assist Recipient, or act on its behalf, to exercise its rights or perform its obligations under these Terms. If Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Discloser of such requirements to afford Discloser the opportunity to seek, at Discloser's sole cost and expense, a protective order or other remedy. Upon expiration or termination of these Terms, each party shall return to the other party or destroy all of the other party's Confidential Information.

As a public body, the Client's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent NuHarbor may be performing a governmental function on behalf of the Client, records in NuHarbor's possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, NuHarbor agrees to cooperate with the Client in the event a FOIA request for such records is received, and agrees to provide the Client with the requested records within two (2) business days.

**6. Third Party Products.** NuHarbor may from time to time make third-party products available to Customer. Such third-party products are subject to their own terms and conditions and Customer agrees to be bound by and comply with such terms and conditions. NuHarbor will have no obligation to Customer with respect to any third-party product, including the performance thereof, and all intellectual property rights to third-party products remain with the third-party service provider. NUHARBOR SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, RELATING THERETO. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY PRODUCTS IS STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER.

**7. Employee Verifications.** NuHarbor shall (i) obtain a comprehensive background investigation report for each new employee with a satisfactory result that includes verification of U.S. citizenship, social security number trace, sex offender registry search, county criminal court search (seven years; up to three counties), domestic watchlist search, employment verification, education verification, national criminal database search, federal criminal court search, global watchlist search, and employment credit report, (ii) conduct an FBI fingerprint search on employees performing direct client services that meets IRS publication 1075 requirements, including the resubmission of fingerprints of active employees to the FBI fingerprint lab every five years, and (iii) maintain its SOC 2 Type 2 compliance during the term of the SOW. Annually, NuHarbor employee's complete cybersecurity awareness training, anti-harassment training, commitment to NuHarbor information security policies and commitment to the NuHarbor employee handbook.

**8. NuHarbor Warranty; Disclaimer.** NuHarbor represents and warrants to Customer that it: (a) has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (b) will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Customer's sole and exclusive remedy for breach of the limited warranty in Section 8(b) above and NuHarbor's entire liability will be, at NuHarbor's option, either reperformance of the non-conforming Services or termination of the SOW and refund to Customer of all pre-paid, unused fees for the non-conforming Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL SERVICES, DELIVERABLES, AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AND NUHARBOR HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NUHARBOR MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DELIVERABLES, OR ANY RESULTS OF THE USE THEREOF WILL IDENTIFY ALL SECURITY THREATS. NUHARBOR DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT OR SYSTEMS AFFECTED BY THE SERVICES WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL, AND NUHARBOR SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR.

**9. Security Threat Disclaimer.** Information provided by Customer, including, if applicable, the proper logging of all data, is necessary to evaluate global risks, and certain security threats may not be identified in any event due to data omission, low frequency and/or latency. NuHarbor's Services are reliant on third-party products that may not always be available, or which may not provide timely information to NuHarbor regarding a security threat. Customer acknowledges and agrees that NuHarbor's Services could not reasonably capture every possible security threat to Customer and as such, Customer shall not be entitled to any refund, rebate, discount, or any other financial remuneration for any security threat not identified and/or evaluated by NuHarbor, and NuHarbor will not have any liability or obligation of any kind in connection with any such threat.

**10. Customer Warranties.** Customer represents and warrants to NuHarbor that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (b) it has obtained all consents and authorizations necessary for NuHarbor to perform the Services.

**11. NuHarbor Indemnity.** Subject to the limitation of liability set forth below, NuHarbor shall indemnify, defend, and hold Customer and its officers, directors, elected officials and employees (collectively, "**Customer Indemnitees**") harmless from and against all costs and damages ("**Losses**") actually awarded against Customer Indemnitees based on any third party claims or actions ("**Claims**") alleging that Customer Indemnitee's use of the Services or Deliverables infringes the intellectual property rights of a third party; provided, however, that NuHarbor will have no obligation under this Section with respect to Claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Customer; (b) Customer's use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by NuHarbor in writing; or (c) any modifications or changes made to the Deliverables other than by NuHarbor. Should the Services or Deliverables become or in NuHarbor's opinion be likely to become, the subject of such claim described in herein, NuHarbor may, at its option and expense, (i) procure the right for Customer to continue using the Services or Deliverables, or (ii) replace or modify the Services or Deliverables so that it becomes non-infringing. If neither (i) or (ii) are reasonably

practicable, NuHarbor may terminate the SOW and refund to Customer any pre-paid, unused fees paid by Customer. THIS SECTION STATES NUHARBOR'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

**12. Customer Indemnity.** To the extent expressly authorized by Illinois state law, the Customer shall indemnify, defend, and hold NuHarbor and its officers, directors, and employees (collectively, "**NuHarbor Indemnitees**") harmless from and against all Losses based on any Claims arising from or relating to (a) Customer's failure to obtain consents and authorizations required for NuHarbor to perform the Services; (b) NuHarbor Indemnitees use of Customer Materials infringes the intellectual property rights of a third party; or (c) Customer's fraud, gross negligence, or willful misconduct.

**13. Limitation of Liability.** IN NO EVENT WILL NUHARBOR BE LIABLE TO CUSTOMER FOR: (A) ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT NUHARBOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNTS PAID OR PAYABLE TO NUHARBOR IN THE 24-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**14. Suspension; Termination.** NuHarbor may temporarily suspend Services if it reasonably determines that Customer's use of the Services or Deliverables poses a security risk to NuHarbor or any other NuHarbor client or vendor. Either party may terminate these Terms and the applicable SOW if the other party materially breaches the terms and conditions of these Terms or SOW and fails to cure such breach within 30 days of receiving written notice thereof. Any right or obligation of the parties in these Terms which, by its nature should survive termination of expiration of these Terms will survive any such termination or expiration of these Terms.

**15. Assignment.** Neither party may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party, provided that NuHarbor may assign these Terms, without Customer's consent, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**16. Independent Contractor.** The parties are independent contractors. These Terms shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

**17. Third-Party Beneficiaries.** Nothing in these Terms shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of these Terms.

**18. Force Majeure.** Neither party shall be liable to the other for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from events outside of the party's reasonable control, including but not limited to, acts of God, flood, fire, earthquake, pandemic, act of terrorism or act of government. The affected party will resume performance as soon as reasonably practicable after an such event has been resolved or terminated.

**19. Entire Agreement; Severability; Waiver.** These Terms, including the SOW, constitutes the entire agreement between NuHarbor and Customer concerning the subject matter of these Terms and supersedes all prior simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Section headings are for convenience only and shall not affect interpretation of the relevant section. No supplement, modification, or amendment of these Terms shall be binding, unless executed in writing and signed by authorized representative of each party. No provision of any purchase order or other form provided by Customer will supersede these Terms and any such document shall be for administrative purposes only and shall have no legal effect. If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will continue in full force and effect. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in writing and signed by an authorized representative on behalf of the party claimed to have waived.

**20. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The exclusive fora for any litigation arising out of this contract shall be the United States District Court for the Northern District of Illinois (Eastern Division) or the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois. .

## Signatures

IN WITNESS WHEREOF, the parties have duly executed this Statement of Work to be effective as of the Effective Date identified below.

**Effective Date:** 10/9/25

**Aurora**

**NuHarbor Security, Inc.**

\_\_\_\_\_  
Authorized Signature

*Rupal Patel*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Above Name Printed)

**Rupal Patel**

\_\_\_\_\_  
(Above Name Printed)

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Title (Printed)

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Title (Printed)

\_\_\_\_\_  
Date

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Date