

This agreement ("Agreement") is between you ("Client") and Trace3, LLC ("Trace3") and governs your receipt and use of Trace3's professional services ("Services") and any deliverables resulting therefrom ("Deliverables") purchased through either Microsoft AppSource or Azure Marketplace. This Agreement does not modify the Microsoft Commercial Marketplace Terms of Use.

### Payment

Microsoft will invoice and charge Client under the terms of the Microsoft Commercial Marketplace Terms of Use and applicable order.

### Project Change Process

Unless otherwise mutually agreed by the parties, any change or modification of the Project, a phase of the Project (a "**Project Phase**") or the specifications for the Deliverables (the "**Deliverable Specifications**") will be coordinated by the Project Leads in accordance with the procedures described below (the "**Project Change Process**").

### Project Change Process

#### Change Requests

Either party may initiate requests to change or modify the Project, a Project Phase or the Deliverable Specifications (each, a "**Change Request**"). The Project Lead of the party requesting a Change Request will submit a written Change Request to the other party's Project Lead in a clear and concise manner (each, a "**Change Request Form**"). Upon execution of a mutually acceptable Change Request Form by both parties, the obligations of the parties with respect to such Change Request will be incorporated under this Agreement. Commencement of the provision of a Change Request is conditioned upon Trace3's receipt of a Change Request Form signed by both parties

#### Material Change Request

This Project Change Process is not intended to address Change Requests which would constitute a material change to the Project, and any such Change Request may require execution of a new Agreement.

#### Suspension of Services

If Trace3 is unable provide the Deliverables due to the Client's action or inaction, Trace3 may, in its discretion and without any liability to Client, suspend provision of the Deliverables to Client.

#### Project Completion

Unless otherwise mutually agreed by the parties, Trace3 will present Client with a completion certificate (a "**Completion Certificate**") upon the completion of the provision of all of the

Deliverables. If Client reasonably determines that Trace3 has completed provision of the Deliverables described in the Completion Certificate in substantial conformance with the applicable Deliverable Specifications, Client will sign the Completion Certificate acknowledging acceptance of the completed Deliverables and will return the signed Completion Certificate to Trace3 within five business days from the date of Client's receipt of the Completion Certificate.

If Client reasonably believes Trace3 has not completed provision of the Deliverables described in the Completion Certificate in substantial conformance with this Agreement and the Deliverable Specifications, Client will notify Trace3 in writing of its specific reasons for rejecting completion and delivery of the Deliverables within five business days from Client's receipt of the Completion Certificate (a "**Non-Completion Notice**"). Trace3 will address Client's issues described in the Non-Completion Notice and will re-submit the Completion Certificate for Client's signature.

In the event Trace3 does not receive a signed Completion Certificate or Non-Completion Notice from Client within ten days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the Deliverables, a waiver of any Client right to reject completion of provision of the Deliverables and Client's signing of the Completion Certificate will automatically and without any further action of the parties be deemed to have occurred.

### Warranties

**Services:** Trace3 represents and warrants that it (a) is competent, experienced and trained to provide all Services herein, and (b) it will use commercially reasonable efforts to provide the Deliverables in a timely manner in accordance with (i) the applicable Deliverable Specifications, and (ii) industry standards where this Agreement does not prescribe or regulate Trace3's provision of the Deliverables. Further, Trace3 warrants that the Services provided by it under this Agreement will not, from the date of Client's final acceptance of such Service through 30 days thereafter, deviate in any material respect from the Deliverable Specifications for such Services set forth in this Agreement; provided, that such warranty will not apply to Services (a) provided by Trace3 in a manner specifically requested by Client to which Trace3 objected, or (b) materially amended, revised or modified by a party other than Trace3, including, but not limited to, Client. If Client notifies Trace3 of a breach of this warranty, Trace3 will correct and redeliver the affected Service at no additional charge to Client within a reasonable period of time.

THESE WARRANTIES (A) CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE DELIVERABLES, AND (B) ARE IN LIEU OF ANY OTHER

WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF ALL DELIVERABLES HEREUNDER, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR (B) ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE FEES TO BE PAID BY CLIENT UNDER THE MARKETPLACE ORDER GIVING RISE TO THE CLAIM.

#### Background Check

Trace3 represents and warrants that all of its personnel performing Services under this Agreement have passed the background check requirements of Trace3 and the applicable Client, if such Client's requirements are more stringent than Trace3's requirements. Trace3 will provide any applicable subcontractor(s) with copies of any such background check requirements.

#### Miscellaneous

##### Termination

Either party may terminate this Agreement (a) in the event the other party breaches any material obligation under this Agreement and does not cure such breach within 30 days of receipt of the non-breaching party's written notice of such breach, (b) in the event a Force Majeure Event prevents Trace3's provision of the Deliverables for more than 30 consecutive days, or (c) by giving the other party at least 30 days prior written notice of its desire to terminate this Agreement.

##### Force Majeure

Trace3 will not be liable to Client for any alleged loss or damages resulting from the provision of the Deliverables being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3 (each, a "**Force Majeure Event**"). Trace3 will (a) continue to use commercially reasonable efforts to perform its obligations under this Agreement to the extent possible, and (b) notify Client when the Force Majeure Event has abated.

#### Assignment

Assignment of this Agreement is prohibited without the written consent of both parties, except that (a) each party reserves the right to assign this Agreement to the successor in a merger or acquisition of such party or other similar business combination transaction, (b) Trace3 reserves the right to subcontract any Service obligations hereunder, and (c) Trace3 may assign this Agreement and any of its rights hereunder in connection with its financing activities in the ordinary course of business.

#### Governing Law; Venue

This Agreement, and all disputes hereunder, will be governed by the laws of the State of California. Both parties agree that any action, suit or proceeding arising out of or relating to this Agreement will be initiated and prosecuted in a state or federal court located in Orange County, California, and the parties irrevocably submit to the jurisdiction of such court.

#### Entire Agreement

This Agreement, together with the applicable Microsoft AppSource or Azure Marketplace order, represents the entire agreement between the parties regarding the subject matter contained herein, and supersedes any and all other agreements between the parties regarding the subject matter hereof. Any changes to the terms and conditions in this Agreement must be in set forth in a written agreement signed by each party.