

1. Scope. These Professional Service Terms (these "**Service Terms**") govern any written offer (a "**Quote**") issued by Trace3, LLC, a California limited liability company ("**Trace3**"), to sell Trace3 professional services (the "**Services**") and the deliverables resulting therefrom ("**Deliverables**") to the client named in the Quote ("**Client**"). These Service Terms do not apply to Client's purchase of third-party hardware, software, support and/or maintenance ("**Products**") from Trace3. Products purchases are subject to the *Product Sale Terms* available at www.trace3.com/legal.
2. Acknowledgment. CLIENT ACKNOWLEDGES AND AGREES THAT: (A) THE SIGNED QUOTE AND ANY WRITTEN ORDER TO PURCHASE THE SERVICES (A "**PURCHASE ORDER**") PROVIDED BY CLIENT TO TRACE3 IN RESPONSE TO SUCH QUOTE IS MADE SUBJECT TO THESE SERVICE TERMS; (B) THESE SERVICE TERMS WILL GOVERN THE RELATIONSHIP BETWEEN TRACE3 AND CLIENT AND PREVAIL NOTWITHSTANDING ANY VARIANCE OR CONFLICT WITH ANY TERMS CONTAINED IN ANY PURCHASE ORDER, STATEMENT OF WORK OR OTHER AGREEMENT OR INSTRUMENT SUBMITTED BY CLIENT TO TRACE3; (C) ANY PRE-PRINTED OR OTHER TERMS OR CONDITIONS INCLUDED WITH OR IN ANY OF THE DOCUMENTS REFERENCED IN ITEM (B) WILL HAVE NO EFFECT WHATSOEVER; (D) TRACE3 RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PURCHASE ORDER SUBMITTED BY CLIENT, IN ITS SOLE DISCRETION; AND (E) TRACE3'S ACCEPTANCE OF ANY PURCHASE ORDER IS MADE SUBJECT TO CLIENT'S ACCEPTANCE OF THESE SERVICE TERMS.
3. Invoicing; Payment Terms. Trace3 will invoice Client in accordance with the billing schedule set forth in the Quote. If the Quote does not specify a billing schedule, Trace3 will invoice Client, whether billed on a fixed-fee or time and materials basis, weekly, bi-weekly or monthly as determined by Trace3 in its sole discretion. Client will pay Trace3's invoices net thirty (30) days from the date of Trace3's invoice.
4. Taxes. All fees for Services will be exclusive of all national, federal, state, local, international (with respect to Services provided outside of the United States), property or any other governmental use, sales, excise, occupational, ad valorem, VAT or import (with respect to Services provided outside of the United States) taxes and duties, and any other similar taxes or duties. If any such tax, fee or charge is imposed on a transaction under these Service Terms, such tax will be paid by Client in addition to the invoiced fees. If Trace3 is required to pay any such tax, fee or charge Client will reimburse Trace3 for such payment. All taxes, fees and charges with respect to Trace3's income or gross receipts derived from its provision of Services hereunder (including franchise, employment and income taxes of Trace3), will be the obligation of and paid by Trace3.
5. Travel and Expenses. Except as otherwise set forth in the Quote, Client is responsible for any travel and related costs or expenses incurred by Trace3 personnel in furtherance of the provision of the Deliverables ("**Travel and Expenses**"). Trace3 will invoice Client for any Travel and Expenses incurred by its personnel as such expenses are incurred and at the actual amount incurred and allowable under Trace3's travel and expense policies.
6. Project Change Process. Except as otherwise expressly set forth in these Service Terms, any change or modification to the scope of Services, fees, schedule, and/or deliverable specifications in a Quote will not be binding on the parties unless set forth in a mutually acceptable writing signed by both parties.
7. Suspension of Services. If (a) Trace3 is unable to provide the Services or Deliverables due to the Client's action or inaction, or (b) any amount owing by Client under these Service Terms is thirty (30) or more days overdue, Trace3 may, in its discretion and without any liability to Client, suspend its performance under the applicable Quote(s). Upon Client curing such non-performance or payment delinquency, Trace3 will resume its performance as soon as commercially practicable.
8. Project Completion. Unless otherwise mutually agreed in writing by the parties, Trace3 will present Client with a completion certificate (a "**Completion Certificate**") upon the completion of the provision of all of the Services and Deliverables. Client will sign the Completion Certificate acknowledging acceptance of the completed Services and Deliverables and will return the signed Completion Certificate to Trace3 within five (5) business days from the date of Client's receipt of the Completion Certificate. If Client reasonably believes Trace3 has not completed provision of the Services and Deliverables described in the Completion Certificate in substantial conformance with the applicable specifications set forth in the Quote, Client will notify Trace3 in writing of its specific reasons for rejecting completion and

delivery within five (5) 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 (10) days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the applicable Services and Deliverables and a waiver of any Client right to reject completion of provision of the applicable Services and Deliverables will automatically and without any further action of the parties be deemed to have occurred.

9. Normal Business Hours. Trace3 will perform Services during normal business hours which are defined as being between 8:00 AM and 5:00 PM Client's local time. If Client requires that Services are performed after normal business hours, Trace3 and Client must mutually agree upon the schedule before such after-hours Services commence.

10. Environment Readiness; Documentation. Client will provide Trace3 personnel assigned to work at Client's premises with reasonable use of Client's facilities. Prior to the initiation of Services, Client will complete all necessary facilities arrangements, and such arrangements will stay in place throughout the term of Trace3's performance. Client acknowledges and accepts that any hardware or software not available may delay the schedule and be subject to a change request. The documentation and information provided by Client to Trace3 personnel will be, to the best of Client's ability and knowledge, accurate, complete, and up to date.

11. Backup and Testing. Client is responsible for any business and data application testing and all necessary data backup in preparation for and during the performance and delivery of the Services. It is recommended Client perform a backup of all data that could be impacted by the Services prior to the initiation of Services.

12. Installation Services. **This Section 12 only applies to Trace3's provision of integration and/or installation services.**

- a. Supported Locations. On-site provision of Services at Client facilities will be limited to (a) a 25 mile radius measured from any Trace3 office (a "**Service Area**"), and (b) use of Trace3 personnel who reside in such Service Area (the "**Local Personnel**"). On-site provision of Services at Client facilities outside any Service Area or by Trace3 personnel other than Local Personnel may be provided, in Trace3's sole discretion, in accordance with resource and personnel availability.
- b. Scheduling. Client scheduling requests for performance of Services must be made at least ten (10) business days in advance of the desired initial performance date and time. Client scheduling requests made less than 10 business days in advance of the desired initial performance date and time may be made, in Trace3's sole discretion, in accordance with resource and personnel availability. To the extent practicable for the requested Services, Trace3 personnel will utilize remote access tools (e.g., VPN accounts, WebEx, Teams, etc.) to perform Services; provided, that Client makes such remote access tools available to Trace3 personnel prior to scheduling such Services. All changes made to previously scheduled Services less than ten (10) business days in advance of the desired initial performance date and time are subject to a redeployment charge equal to thirty percent (30%) of the requested change. A request to move the desired initial performance date and time forward or increase quantity of Services to be utilized may be provided, in Trace3's sole discretion, in accordance with resource and personnel availability. If Client cancels all or any portion of previously scheduled Services less than ten (10) business days in advance of the desired initial performance date and time, it will be assessed a redeployment charge equal to thirty percent (30%) of the net dollar reduction in fees attributable to such canceled Services. If Trace3 is unable to meet the requested performance schedule, it will provide notice to Client as soon as it is reasonably aware of such situation. No amount of Services may be refunded except in the event Client and Trace3 have mutually agreed in writing to an exchange for other Services.

13. Warranties. Trace3 represents and warrants that it (a) is competent, experienced and trained to provide all Services herein, and (b) will use commercially reasonable efforts to provide the Services and Deliverables in a timely

manner in accordance with the applicable specifications set forth in the Quote. Further, Trace3 warrants that the Services provided by it under these Service Terms will not, from the date of Client's final acceptance of such Services through thirty (30) days thereafter, deviate in any material respect from the specifications for such Services set forth in the Quote; 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. The remedies set forth in this Section 13 constitute Client's sole and exclusive remedy, and Trace3's sole and exclusive liability, for any breach of the foregoing warranties. THESE WARRANTIES (A) CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE SERVICES AND 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.

14. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SERVICE TERMS, FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE SERVICE TERMS AND THE PROVISION OF ALL SERVICES AND 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 TO TRACE3 FOR THE SERVICES OR DELIVERABLES GIVING RISE TO THE CLAIM.

15. Background Check. Trace3 represents and warrants that all of its personnel performing Services under these Service Terms have passed the background check requirements of Trace3.

16. Non-Solicitation. During the term of the applicable Quote and for twelve (12) months from Trace3's completion of the applicable Services and Deliverables, Client will not, without Trace3's prior written consent, solicit directly or indirectly for employment any employee or contractor of Trace3 that was directly involved in the Services performed. A hiring that results from a Trace3 employee or contractor responding to a publicly available job posting will not be considered a breach of this section.

17. Export Control. Notwithstanding any other provision of these Service Terms, each party shall retain responsibility for its compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties.

18. Termination. Either party may terminate the applicable Quote (a) in the event the other party breaches any material obligation under the Quote or Service Terms and does not cure such breach within thirty (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 performance for more than thirty (30) consecutive days, or (c) by giving the other party at least thirty (30) days prior written notice. In the event of termination, for any reason, Trace3 will be entitled to payment for all non-cancellable costs incurred and all Services and Deliverables performed through the effective date of termination.

19. Force Majeure. Trace3 will not be liable to Client for any alleged loss or damages resulting from Trace3's non-performance or delay due to 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 the Quote to the extent possible, and (b) notify Client when the Force Majeure Event has abated.

20. Governing Law; Venue. These Service Terms, 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.

21. General. Trace3 is acting as an independent contractor and not as an employee or agent of Client. Each party agrees that there is no relationship of agency, partnership, joint venture, or employment between the parties, and that each has no authority hereunder to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party. All notices given pursuant to these Service Terms will be in writing and deemed given when (i) delivered by hand with written confirmation of receipt; or (ii) delivered by a nationally recognized overnight delivery service with package tracking. All notices to be provided by Client to Trace3 under these Service Terms must always be accompanied by a copy of such notice delivered to Legal@trace3.com. If a provision of these Service Terms is held by a court or other tribunal of competent jurisdiction to be invalid or otherwise unenforceable, such provision shall be limited or eliminated to the maximum extent permitted by applicable law so that these Service Terms shall otherwise remain in full force and effect and enforceable. No waiver of any term of these Service Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Service Terms shall not constitute a waiver of such right or provision. Assignment of these Service Terms is prohibited without the express written consent of both parties, except that each party reserves the right to assign these Service Terms to the successor in a merger or acquisition of such party. These Service Terms represent the entire agreement between the parties regarding the subject matter contained herein and supersede all other agreements between the parties regarding the subject matter hereof. Any changes to the terms and conditions in these Service Terms must be set forth in a written agreement signed by each party.

---END OF PROFESSIONAL SERVICE TERMS---