



## IMPLEMENTATION AND MAINTENANCE MASTER TERMS AND CONDITIONS

These Services Master Terms and Conditions (these “Terms”) shall govern all proposals, work orders, statements of work, purchase orders and other agreements for the purchase of implementation or maintenance services (each, a “PO”) through which the individual or entity set forth on the applicable PO, together with its agents, representatives, successors, and assigns (collectively “Client”) requests or agrees to the performance of Services (as defined below) or provision of goods by Brandenburg Holdings, LLC, d/b/a Process Innovations, d/b/a Process Plugins (“Company”). These Terms shall govern the initial PO between Company and Client, and any subsequently submitted PO between Client and Company. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions set forth in any document, agreement, proposal, purchase order, statement of work, PO or other similar documents and these Terms, these Terms shall govern and prevail. Company and Client, as the parties to the PO, agree to the following Terms:

**1. OFFER.** The PO, these Terms, and any accompanying documents provided by Company constitute an offer (this “Offer”) by Company to sell services identified on the PO (the “Services”). This Offer contains all and the only terms and conditions upon which Company will provide the Services to Client. Company may withdraw or revoke this Offer at any time prior to Client’s acceptance. An up-to-date copy of these Terms shall be available on Company’s website at: <https://processinnovations.io/terms> (the “Website”). Should there be any inconsistencies between these Terms and those set forth on the Website, the Website shall control. Client understands that it is ultimately Client’s responsibility to review the Website frequently to ensure it understands the applicable Terms.

**2. ACCEPTANCE AND ACKNOWLEDGE OF OFFER.** Client may accept this Offer by: (i) timely signing and returning the applicable PO to Company; (ii) by making payment to Company for the applicable Services; or (iii) by allowing Company to provide the Services. Upon acceptance of the PO, this Offer will form a valid and binding agreement and shall constitute the entire agreement between Company and Client for the provision of Services, as applicable. Company expressly rejects all additional or different terms or conditions submitted with Client’s tender of any acceptance documents or as set forth under any prime or other contract to which Client is a party. Client acknowledges that such additional or different terms and conditions shall be deemed material alterations to this Offer and shall not form part of the PO. Fulfillment of the PO does not constitute acceptance of any of other terms and conditions and does not serve to modify, add to, or amend the PO under any circumstances. In the event Client submits a subsequent or additional PO to Company and Company accepts such PO, these Terms shall govern all such POs. No PO shall be binding upon Company without Company’s prior written consent and acceptance of such PO. For the avoidance of doubt, Client’s payment to Company shall be deemed Company express agreement to be bound by these Terms.

**3. BILLING; EXPENSES.** Company shall have no obligation to provide the Services to Client unless and until Company receives the full payment due on sale, as reflected on the PO. All other amounts due Company in connection with any duly accepted PO shall be due in full within 30 days following Client’s receipt of any invoice sent by Company detailing all such amounts. All fees, expenses, and other amounts payable by Client under these Terms are exclusive of taxes and similar assessments. In addition, Client may be subject to the following fees and expenses, as further detailed on the PO: (1) Travel – airline, train, or private or rental automobile charges from the point of origin of Company’s representative, plus return and any required local travel. Flights of over 4 hours in length and International travel are booked in business class. Private automobile charges are billed at the prevailing IRS rate per mile, plus any tolls and parking fees; (2) Living – lodging is billed at cost. Meals and incidentals are billed according to the prevailing IRS per diem rates using the high/low method for travel within the United States. For International travel, meals and incidentals will be billed according to the U.S. State Department per diem for the applicable country; (3) Telecommunications as required are billed at cost; (4) Outside Purchased Equipment – as required in connection with the details of the job are billed at cost. Client shall be responsible for any additional Rates or expenses that result from any configuration, customization, or request to change any Services (a “Change Order”), that results in additional calculations, models, or methodologies, or from the lack of or incorrect technical information provided by Client to Company.

(a) Company shall invoice Client each month for any charges incurred against the Proposal during the previous month (each, an “Invoice”), including but not limited to subscription or monthly fees, expenses, milestone and progress payments, and Change Orders. Unless expressly stated in the PO, billing shall be in half-hourly increments at the then-current rates posted on the Website (the “Rates”) and prices do not include: (a) any expenses; (b) any taxes, assessments, or levies of any kind; (c) any parts required to perform the Services or utilize the products; or (d) any Rates billed outside of Company’s normal business hours. Each Invoice shall be due within 30 days of the applicable invoice date (the “Invoice Due Date”).

(b) Payments not received by the Invoice Due Date shall incur interest at a rate equal to the lesser of: (a) 2% of the outstanding balance per month (18% per annum); or (b) the maximum interest charge allowable under applicable law on the unpaid amount until paid. Client shall pay all reasonable attorneys’ fees, collection costs, and other expenses incurred by Company for collection of past due Invoices.

**4. DELIVERY; RISK OF LOSS.** If applicable, component parts of any products or Services (“Parts”) shall be shipped F.O.B. Origin (the “Shipping Point”). Title to and risk of loss of any Parts shall pass from Company to Client at the Shipping Point. Any dates specified for delivery of Parts are an estimate only and time for delivery shall not be made of the essence by notice to Company. Company shall not be liable for any delay in delivery. Client shall inspect all delivered Parts within 3 days of delivery for any defect, damage, or shortage. Within 3 days of Client’s inspection, Client shall provide written notice to Company of any defect, damage, or shortage with respect to delivered Parts. If Client does not provide notice within such 3-day time period, Client shall be deemed to have accepted such Parts and shall not be entitled to object to or reject all or any portion of the shipment.

**5. INTELLECTUAL PROPERTY.** All aspects of the Services and the Documentation (including but not limited to design, format, and structure of files and reports or appearing in the Documentation) are copyrighted by Company. Client may not use, copy, modify, or transfer any of the foregoing, in whole or in part, except as provided in these Terms, and with the prior written consent of Company. Further, Client shall not: (1) remove, delete, alter, or obscure any warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices; (2) access or use any of Company’s intellectual property in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of Company or any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Company), or that violates any applicable law; or (3) access or use any of the Company’s intellectual property for purposes of competitive analysis, the development, provision, or use of a competing software service or product or any other purpose that is to Company’s detriment or commercial disadvantage. The rights granted to Client by these Terms shall terminate (without refund) automatically by any contribution by Client to any infringement of any proprietary rights owned or licensed by Company.

**6. CONFIDENTIALITY.** Company may disclose or make available Confidential Information, as defined herein, in connection with the Services or the Documentation provided pursuant to these Terms. “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that Company considers confidential or proprietary, including information consisting of or relating to Company’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which Company has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential” or “trade secret.” Without limiting the foregoing, all Services, Documentation, and these Terms are the Confidential Information of Company. Confidential Information does not include information that Client can demonstrate by written or other documentary records: (1) was rightfully known to Client without restriction on use or disclosure prior to such information’s being disclosed or made available to Client in connection with these Terms; (2) was or becomes generally known by the public other than by Client’s noncompliance with these Terms; (3) was or is received by Client on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (4) Client can demonstrate by written or other documentary records was or is independently developed by Client without reference to or use of any Confidential Information. Client shall, for a period of 5 years following the effective date of these Terms: (a) not access or use Confidential Information other than as

necessary to exercise its rights or perform its obligations under and in accordance with these Terms; (b) except as may be permitted by and subject to its compliance with this Section 6, not disclose or permit access to Confidential Information other than to its tax or legal representatives who: (i) need to know such Confidential Information for purposes of Company's exercise of its rights or performance of its obligations under and in accordance with these Terms; (ii) have been informed of the confidential nature of the Confidential Information and Company's obligations under these Terms; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; (d) promptly notify Company of any unauthorized use or disclosure of Confidential Information and cooperate with Company to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 6. Notwithstanding any other provision of these Terms, Client's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection other than as a result of any act or omission of Client. If Client is compelled by law to disclose any Confidential Information then, to the extent permitted by applicable law, Client shall: (y) promptly, and prior to such disclosure, notify Company in writing of such requirement so that Company can seek a protective order or other remedy or waive its rights under this Section 6; and (z) provide reasonable assistance to Company in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Company waives compliance or, after providing the notice and assistance required under this Section 6, Client remains required by law to disclose any Confidential Information, Client shall disclose only that portion of the Confidential Information that Client is legally required to disclose and, on Company's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

## 7. INDEMNIFICATION.

**(a) By Client.** Client shall indemnify, hold harmless and, at Company's option, defend Company from and against any losses resulting from any claim based on Client's: (1) negligence or willful misconduct; (2) use of the Company's products or Services in a manner not authorized or contemplated by these Terms; (3) use of the Company's products or Services in combination with data software, hardware, equipment or technology not provided by Company or authorized by Company in writing; or (4) modifications to the Company's products or Services not made by Company. Client may not settle any third-party claim against Company unless such settlement completely and forever releases Company from all liability with respect to such third-party claim or unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under these Terms would cause Company irreparable harm for which monetary damages alone would not be an adequate remedy and agrees that in the event of such breach or threatened breach, Company will be entitled to equitable relief, including, a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security.

**(b) By Company.** Company expressly warrants that, to the knowledge of Company, there has been no violation, misappropriation, or infringement of any trade secret, patent, trademark, copyright, or other third-party property right (including without limitation, any violation of a third-party license) in any way connected with the Company's products or Services. Company shall be solely liable for and Company shall indemnify, defend, and hold Client, and its direct or indirect parent company, subsidiaries, affiliates, divisions and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including attorneys' fees and disbursements) of any kind whatsoever directly or indirectly resulting from any breach of this warranty that is not cured within 30 days of Company's receipt of written notice of such breach.

**8. ASSUMPTION OF RISK & INDEMNIFICATION.** Client is familiar with and assumes all risks and liability associated with Company's products and Services and Client's use of the same. Client shall indemnify, defend, and hold harmless Company and its owners, parents, affiliates, subsidiaries, officers, directors, employees, representatives, and agents, from and against any and all liabilities, losses, damages, claims, costs, or expenses (including reasonable attorneys' fees and costs) incurred by Company with respect to: (a) Client's failure to comply with any applicable foreign, federal, state, or local law, rule, regulation, order, or ordinance, including without limitation U.S. export control laws, regulations, or orders, or Client's failure to provide Company adequate information related thereto; and (b) any breach of Client's obligations under these Terms or any PO.

**9. FORCE MAJEURE.** Delay in performance or non-performance of any obligation contained in these Terms caused by a Force Majeure Event (as defined herein) shall not be deemed a default of such obligations during such time that the non-performing party is prevented from performing such obligations. The term "Force Majeure Event" shall mean, without limitation, the following: acts of God, including weather emergencies; strikes or lockouts; acts of terrorism; epidemics or pandemics; or other similar or comparable cause or event not reasonably within the control of the non-performing party. The party affected by the Force Majeure Event shall promptly notify the other party, explaining in detail the full particulars and expected duration thereof, and shall use its best efforts to remedy the interruption or delay. In the event that the Force Majeure Event extends for more than 60 days, either party may terminate these Terms upon written notice thereof to the other party.

**10. WARRANTY.** To the extent applicable and assignable, Company shall assign any manufacturer warranty to Parts. All specifications and certifications have been provided by the original manufacturer and are deemed to be accurate to the best of Company's actual knowledge, without a duty of investigation. COMPANY MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, OR AS STATED IN ANY COMPANY LITERATURE OR OTHER SALES BROCHURES, WITH RESPECT TO ANY SERVICES OR PARTS PROVIDED UNDER THE PO. PARTS ARE SOLD "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11. LIMITED LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY WITH RESPECT TO THIS OFFER UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHER THEORY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, EVEN IF THE REMEDIES PROVIDED FOR IN THIS OFFER FAIL FOR THEIR ESSENTIAL PURPOSE AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES OR THE FOREGOING DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS OFFER, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY EXCEED THE LESSER OF: (I) THE TOTAL AMOUNTS PAID TO AND RECEIVED BY COMPANY FOR THE SERVICES SOLD UNDER THE APPLICABLE PO GIVING RISE TO THE LIABILITY; OR (II) THE AMOUNT OF INSURANCE COVERAGE OF COMPANY ACTUALLY COVERING THE INCIDENT GIVING RISE TO THE LIABILITY. NO ACTION TO ENFORCE ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS OFFER SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

**12. COMPLIANCE WITH LAWS.** Each party shall comply with all applicable standards, provisions, and stipulations of all foreign, federal, state, and local laws, rules, regulations, and ordinances. Company is subject to U.S. export/import control laws and regulations, including, without limitation, the Export Administration Regulations, and the International Traffic in Arms Regulations ("ITAR"). Client agrees that it will not export, re-export, or otherwise transfer, directly or indirectly, any goods, services or any technical data provided by Company in violation of U.S. law. Client is responsible for obtaining any necessary U.S. government authorization required to ensure compliance of Client with U.S. law. Client represents and warrants that any export-controlled goods or information that are subject to ITAR shall be appropriately marked or otherwise labeled in accordance with U.S. law. Orders requiring Company to obtain export licenses will be subject to additional fees and/or minimum order requirements.

**13. CLIENT'S EXCLUSIVE REMEDIES.** If any Parts, products, Services, or Client's system are damaged for reasons other than as a result of a Force Majeure Event or Client's misuse, breach, or negligence, Company will, at its option, repair or replace such damaged products, Services or Parts (or the defective part thereof) or refund the purchase

price for such damaged products, Services or Part (or the defective part thereof) or provide a credit to Client by crediting Client's account for the price of such damaged products, Services or Parts (or the defective part thereof), provided that, if Company so requests, Client will, at Company's expense, return such defective Parts (or the defective part thereof).

**14. CHOICE OF LAW & VENUE.** This Offer will be deemed to have been made in and will be construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any dispute, claim, or controversy arising out of or relating to this Offer or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Denver County, Colorado before 1 arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days of the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by JAMS in accordance with its rules. All arbitrators shall serve as neutral, independent, and impartial arbitrators. In any arbitration arising out of or related to this Offer, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration, including any and all fees paid or otherwise owing to JAMS. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. **THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

**15. ENTIRE AGREEMENT.** This Offer supersedes all prior agreements and understandings between Client and Company, whether written or oral, related to the subject matter and is intended by the parties as the complete and exclusive statement of their agreements and understandings of their respective rights and obligations with respect thereto. No modification, addition, or waiver of this Offer shall be effective unless in writing and signed by an authorized officer of Company.