

## STRATA TECHNICAL ACCOUNT MANAGER PROGRAM TERMS

On the Start Date (defined below), Strata Identity, Inc. (“**Strata**”) shall make available the Technical Account Manager Service detailed below (“**TAM Service**”) to the person or entity identified in the Order as the Customer for whom you (“**You**” or “**Your**”) are acting. The TAM Service is subject to these Technical Account Manager Program Terms (“**TAM Terms**”). You represent and warrant that You are entering into these on behalf of Customer and that You have the authority to bind Customer to these TAM Terms.

STRATA PROVIDES THE TAM SERVICE SOLELY ON THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE CONDITION THAT YOU, ON BEHALF OF CUSTOMER, ACCEPT THEM. IF CUSTOMER HAS NOT OR DOES NOT AGREE TO THESE TAM TERMS, YOU MUST NOT UTILIZE THE TAM SERVICE.

### 1. Definitions.

**1.1 “Customer”** means the entity purchasing the TAM Service in connection with such entity’s purchase of a subscription to the Software.

**1.2 “Order”** means any written order document completed by Strata and Customer setting forth Customer’s contractual commitment to procure the TAM Service, such as a submitted and accepted purchase order or a Strata quote signed by Customer.

**1.3 “Software”** means the Customer’s instance of the Mavericks Identity Orchestrator.

**1.4 “Support and Maintenance”** means Strata’s maintenance and support of the Software as set forth in <https://www.strata.io/legal/support-policy>, as amended from time to time (“**Support Terms**”).

**1.5 “TAM Engineer”** means the Strata technical representative designated by Strata to provide the TAM Service to Customer.

### 2. TAM Services.

**2.1 Eligibility.** TAM Services are only available to Customers subscribed to Support and Maintenance for the Software. Also, the provision of the TAM Services is subject to Customer remaining in good standing under an effective subscription agreement between the parties for the Software (“**Agreement**”).

**2.2 TAM Service Subscription.** The start date for the TAM Service (“**Start Date**”) will be set forth in the applicable Order and will have a duration of one (1) year (“**Initial Term**”). Thereafter, the TAM Service will automatically renew for additional one-year terms (each, a “**Renewal Term**”) unless a party notifies the other party of its intent not to renew no later than 30 days before the end of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms are collectively referred to as the “**Term**”. For each successive Renewal Term, Strata may, with prior written notice to Customer, adjust its Fees payable by Customer.

**2.3 TAM Service.** During the Term, the TAM Services will be provided by the TAM Engineer for the committed hours per week set forth in the Order, wherein the TAM Engineer:

- a. Is the resident Strata Solution Advocate for You and is an extension of Your technical team.
- b. Will be the point of contact for all of Your technical issues.

- c. Facilitates timely resolution of any issues by delivering personalized, “high-touch” support and expedited access to product experts familiar with Your unique environment.
- d. Coaches Your team to be product experts and train the teams on Strata technical methodologies so they increasingly become self-sufficient.
- e. Gains an understanding of your information technology (IT) goals, priorities, processes and infrastructure and provide guidance on how Strata contributes to the overall mission.
- f. Pro-actively assists You when Your team is planning changes and upgrades to the environment.
- g. Will represent Your success cross-functionally within the Strata organization on product readiness, assess gaps in the existing process, and share recommendations for improvement.
- h. Is responsible for tracking and reporting on the health of Your accounts, providing regular updates to client services leadership.
- i. Provides information and updates regarding newly created defects, and enhancement requests as requested by the Team and provides the technical plan of action
- j. Participates in quarterly technology business reviews with broader account management teams.

The TAM Engineer’s committed hours per week are fixed and do not roll-over to subsequent weeks unless otherwise agreed upon by both parties. If Customer wishes to utilize the TAM Service beyond its then-purchased package, Customer must purchase additional hours for the TAM Service package at the agreed upon rate. .

**2.4 Customer Assistance.** Customer shall use commercially reasonable efforts to provide Strata with such resources (including, without limitation, hardware and software), information and assistance as Strata may reasonably request as required for its performance of the TAM Service. Customer acknowledges and agrees that Strata’s ability to successfully perform the TAM Service in a timely manner is contingent upon its receipt from Customer of the information, resources and assistance reasonably requested, including but not limited to the information, resources and assistance requested by the TAM Engineer. Customer shall be responsible for all additional fees and costs related to delays in Customer’s performance of the foregoing obligations. Strata shall have no liability for (a) deficiencies in the TAM Service resulting from the acts or omissions of Customer, its agents or employees or (b) performance of the TAM Service in accordance with Client’s instructions.

**2.5 Customer Materials.** Customer acknowledges that in order to perform the TAM Service, Strata may require access to certain Customer software or other information or material of Customer or Customer’s suppliers or licensors (“**Customer Materials**”). Accordingly, Customer grants to Strata a non-exclusive, non-transferable license to use such Customer Materials as necessary for Strata to perform the TAM Service.

**2.6 Remote Services.** All included TAM Services are provided remotely.

**2.7 Conditions.** TAM Services are subject to the following:

- a. Payment of all applicable fees.
- b. Designation of a primary and secondary Customer resource who can work with the TAM Engineer.
- c. Use of the Software in a supported configuration and deployment.
- d. Ensuring that proper licenses have been obtained for all Software and adhere to all licensing terms.
- e. Making available to Strata access and data reasonably required by Strata to provide the TAM Services requested by Customer, the accuracy of which is Customer’s responsibility.

**2.8 Exclusions.** TAM Services do not include services that are generally provided as Strata professional services, such as but not limited to: (a) implementation and deployment services; or (b) custom development.

### **3. Fees and Payment.**

**3.1 Fees.** Customer shall pay Strata the fees, costs and expenses set forth in the Order for the TAM Service (the "Fees"). All Fees due hereunder are non-refundable. Strata may increase the rates it charges for Services for the next calendar year by providing Client with at least sixty (60) days' written notice.

**3.2 Payment Terms.** Strata will invoice Customer for the Fees, and Customer shall pay all amounts invoiced within thirty (30) days of Customer's receipt of the applicable invoice. All payments must be made in U.S. dollars. Payments should be made by electronic wire transfer or an Automated Clearing House (ACH) transaction. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by these TAM Terms, except for taxes based upon Strata's net income.

**3.3 Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law, from due date until paid, plus Strata's reasonable costs of collection. If Customer fails to pay any invoice within fifteen (15) days of notice from Strata that the invoice is past due, Strata may suspend or terminate the provision of the TAM Service until such time that Customer makes all such required payments to Strata.

**4. Strata Property.** As between the parties, Strata shall retain all rights, title and interest in and to all intellectual property developed, acquired, or otherwise obtained by Strata prior to, during, or independently of these TAM Terms, and all enhancements, modifications and derivative works thereof, and all intellectual property rights in the foregoing ("**Strata Property**").

### **5. Warranties.**

**5.1 Limited Warranty.** Strata shall ensure that TAM Service are performed professionally and in accordance with industry best practices, by properly trained professionals. Notwithstanding the foregoing, Customer understands and agrees that Strata provides no guarantees or warranties as to Customer's satisfaction with the TAM Service, nor do such TAM Service guarantee that the Software will function as expected by Customer, prevent malware infections, or otherwise guarantee protection to Customer's environment.

**5.2 Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 5.1, THE TAM SERVICE IS PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. STRATA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. STRATA DOES NOT WARRANT THAT THE TAM SERVICE WILL MEET CUSTOMER'S REQUIREMENTS.

### **6. Confidentiality.**

**6.1 Definition.** "**Confidential Information**" means the terms and conditions of these TAM Terms and all information related to a party's business, financial affairs or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which the receiving party knew or reasonably should have known, under the circumstances, was confidential.

**6.2 Protection.** The party receiving Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these TAM Terms, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of these TAM Terms and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**6.3 Exceptions.** The Receiving Party’s obligations under Section 5.2 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under these TAM Terms in connection with a legal proceeding; or (iii) required by law or by these TAM Terms of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**6.4 Injunctive Relief.** Each party acknowledges that a breach or threatened breach of this Section 6 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 6 by the other party or any of its employees or agents.

## **7. Termination.**

**7.1 Termination.** A party may terminate these TAM Terms if the other party breaches any material provision of these TAM Terms and does not cure such breach (provided that such breach is capable of cure) within 5 days after being provided with written notice thereof.

**7.2 Effect of Termination.** Upon the expiration or termination of these TAM Terms, (a) each party shall return the other’s Confidential Information in its possession or control, and (b) all amounts owed to Strata under that accrued before such termination or expiration will be immediately due and payable. Sections 3 (Fees and Payment), 4 (Strata Property), 5.2 (Disclaimer), 6 (Confidentiality), 7.2 (Effect of Termination), 8 (Limitation of Liability), 9 (Indemnification) and 10 (General) and any other provision which by its terms is intended to survive will survive the expiration or termination of these TAM Terms for any reason. Further, for clarity, upon the expiration or termination of these TAM Terms, Customer shall not be entitled to any rollover or extension of TAM hours.

**7.3 No Further Obligation.** Strata is not obligated to provide any refunds or extensions of the TAM Service when the TAM Service is terminated as a result of Customer’s failure to (a) maintain valid subscription to the Software; (b) maintain Support and Maintenance; or (c) abide by these TAM Terms.

**8. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY

LOST DATA, LOST PROFITS AND COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THESE TAM TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TAM TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID TO STRATA FOR THE APPLICABLE ORDER FOR TAM SERVICE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 DO NOT APPLY TO LIABILITY ARISING FROM (A) CUSTOMER'S PAYMENT OBLIGATIONS, OR (B) A PARTY'S BREACH OF SECTION 4.

## **9. Indemnification.**

**9.1** Strata agrees to indemnify, defend and hold Customer, its successors, assigns, and affiliates, harmless from any and all losses, liabilities, claims, actions, demands, causes of action, damages, damage to property, or other costs and expenses, including reasonable attorney's fees, arising out of or attributable to Strata's intentional or negligent acts, or arising from a material breach of the terms of these TAM Terms. This indemnity shall survive termination of these TAM Terms or completion of the TAM Service.

**9.2** Customer agrees to indemnify, defend and hold Strata, its successors, assigns, and affiliates, harmless from any and all losses, liabilities, claims, actions, demands, causes of action, damages, damage to property, or other costs and expenses, including reasonable attorney's fees, arising out of or attributable to Customer's intentional or negligent acts, or arising from a material breach of these TAM Terms. This indemnity shall survive termination of these TAM Terms or completion of the TAM Service.

## **10. General.**

**10.1 Force Majeure.** Except for any payment obligations, neither party shall be liable under these TAM Terms by reason of any failure or delay in the performance of its obligations under these TAM Terms as a result of any cause which is beyond the reasonable control of such party.

**10.2 Governing Law; Venue.** These TAM Terms shall be governed by the laws of the State of Colorado without regard to its conflict of laws provisions. Any action arising in connection with these TAM Terms shall be resolved exclusively by the State and Federal courts for Denver, Colorado.

**10.3 Relationship of Parties.** The relationship of the parties established under these TAM Terms are that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and, except as expressly set forth herein, neither party has the right or authority to assume or create any obligation on behalf of the other party.

**10.4 Notices.** All notices, consents, and approvals under these TAM Terms must be delivered in writing by courier or internationally recognized overnight delivery service, or by certified or registered mail (postage prepaid and return receipt requested) to the address and are deemed given when received. Notices to Customer may also be sent to the applicable account email address and will be deemed given when sent. Notices to Strata must be sent to Strata Identity, Inc., 2101 Pearl Street, Boulder, CO 80302.

**10.5 Assignment.** Neither party shall assign or transfer (including by sale, merger operation of law, or otherwise) these TAM Terms or any of the rights hereunder without the prior written consent of the other party, except that a party may assign these TAM Terms without consent to an affiliate or a successor in interest by way of merger, acquisition, or sale of all or substantially of its assets to which these TAM Terms relate. Any attempted transfer of these TAM Terms or any rights hereunder in violation of this Section is void and without effect.

**10.6 Successors and Assigns.** Except as otherwise expressly provided herein, these TAM Terms inure to the benefit of and binds the parties and such parties' permitted successors, assignees, and other legal representatives.

**10.7 Severability.** If a provision of these TAM Terms is unenforceable, invalid, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of these TAM Terms remain in force and not be affected in any way, and (b) the unenforceable, invalid, or illegal provision remain in force, and be interpreted or reformed to accomplish the objectives of such provision, to the greatest extent possible under applicable law.

**10.8 Entire Agreement.** These TAM Terms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these TAM Terms, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.

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