

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is a binding agreement between Strata Identity, Inc., a Delaware corporation (“**Strata**”) and the person or entity identified in the Statement of Work as the customer (“**Client**”) of Strata’s professional services (“**Services**”) for whom you (“**You**” or “**Your**”) are acting. You represent and warrant that you are entering into this Agreement on behalf of Client and that You have the authority to bind Client to this Agreement.

From time to time, Strata may modify this Agreement. Strata will use reasonable efforts to notify Client of the changes through communications to Client’s designated contact(s) or other means.

STRATA PROVIDES THE SERVICES SOLELY ON THE TERMS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ON BEHALF OF CLIENT ACCEPT THEM. BY EXECUTING A STATEMENT OF WORK PURSUANT TO THIS AGREEMENT, YOU ACCEPT THIS AGREEMENT AND AGREE THAT CLIENT SHALL BE BOUND BY THIS AGREEMENT. IF CLIENT HAS NOT OR DOES NOT AGREE TO THIS AGREEMENT, YOU MUST NOT EXECUTE A STATEMENT OF WORK.

### 1. SERVICES.

**1.1. Performance of Services.** Subject to the terms and conditions of this Agreement, Strata shall perform Services (“**Services**”) as described in one or more statements of work signed by both parties in substantially the form attached hereto as Exhibit A (each, a “**Statement of Work**”). Strata shall determine the means and manner of performing the Services and shall use commercially reasonable efforts to perform the Services in accordance with the schedule set forth in the Statement of Work. Notwithstanding the foregoing, Client acknowledges and agrees that the schedule set forth in any Statement of Work is an estimate only and is subject to change as the Services proceed.

**1.2. Change Orders; Conflicts.** In the event either party requires a material change to a Statement of Work, including, without limitation, any scheduling extension arising from Client’s failure to perform its obligations under Section 1.3 below or otherwise requested by Client, such party will provide a written change order to the other for approval, specifying the change required (each a “**Change Order**”). Each party agrees that a Change Order may necessitate a change in the delivery schedule and fees due under the applicable Statement of Work. No Change Order will be binding upon either party until it is signed by the authorized representatives of both parties. Any conflict or inconsistency between the provisions of this Statement of Work and any executed Statement of Work or Change Order shall be resolved by giving precedence to the Statement of Work, unless the Statement of Work provides otherwise with specifically reference to the conflicting provision of the Statement of Work.

**1.3. Client Assistance.** Client 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 Services. Client acknowledges and agrees that Strata’s ability to successfully perform the Services in a timely manner is contingent upon its receipt from Client of the information, resources and assistance reasonably requested by Strata, including but not limited to: (a) identity and access management architectural diagrams; (b) use cases; (c) list of applications; and (d) technical documents related to Customer’s current identity and access management infrastructure. Client shall be responsible for all additional fees and costs related to delays in Client’s performance of the foregoing obligations. Strata shall have no liability for (x) deficiencies in the Services resulting from the acts or omissions of Client, its agents or employees or (y) performance of the Services in accordance with Client’s instructions..

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

**1.5. Milestones and Deliverables.** The parties shall agree upon a process to review and validate project milestones and deliverables.

### 2. FEES AND PAYMENT.

**2.1. Fees.** Client shall pay Strata the fees, costs and expenses set forth in the Statement of Work (the “**Fees**”). Fees may be based on a time and materials as set forth on the Statement of Work. 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.

**2.2. Payment Terms.** Strata will invoice Client for the Fees, and Client shall pay all amounts invoiced within thirty (30) days of Client’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 Client shall pay, all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Strata's net income.

**2.3. Late Payments.** Outstanding balances shall accrue interest at a rate equal to the lesser of 1 % per month (equivalent to 12% per annum) or the maximum rate permitted by applicable law, from due date until paid, plus Strata's reasonable costs of collection. If Client 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 all Services until such time that Client makes all such required payments to Strata.

### **3. PROPRIETARY RIGHTS.**

**3.1. 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 this Agreement, and all enhancements, modifications and derivative works thereof, and all intellectual property rights in the foregoing ("**Strata Property**"). For avoidance of doubt, "**Strata Property**" includes but is not limited to any: (a) Strata intellectual property in the form of software that Strata licenses to its customers or uses in connection with Strata's business; and (b) material developed or delivered to Client pursuant to a Statement of Work that has general abstract character and is of general applicability to Strata's customers, provided that such material (i) does not include any Client Confidential Information, or (ii) is not developed or created by Strata from access to Client Confidential Information.

**3.2. Restrictions.** Client acknowledges that Strata Property, and the structure, organization, and source code thereof, constitute valuable trade secrets of Strata. Accordingly, except as expressly permitted herein or as otherwise authorized by Strata in writing, Client will not, and will not permit any third party to: (a) modify, adapt, alter, translate, or create derivative works from Strata Property, or any other supplier; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer Strata Property to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for Strata Property; or (d) otherwise use or copy Strata Property except as expressly allowed herein.

**3.3. Deliverables.** Strata grants to Client a non-exclusive, non-transferable license, without the right to sublicense, to use Deliverables (as defined in the Statement of Work) solely for Client's internal business purposes.

### **4. WARRANTIES**

**4.1. Warranty of Authority, No Conflict.** Each party warrants that it is authorized to enter into this Agreement and to perform its obligations hereunder, and that its performance hereunder shall not conflict with any other agreement.

**4.2. Limited Service Warranty.** Strata warrants that all Services will be performed in a professional manner using qualified professional personnel in accordance with the applicable Statement of Work. Strata shall, as its sole obligation and Client's sole and exclusive remedy for any breach of the warranty set forth in this Section, re-perform the Services which gave rise to the breach or, at Strata's option, refund the fees paid by Client for the Services which gave rise to the breach; provided that, within thirty (30) days after performance of the defective Services, Client notifies Strata in writing of the breach specifying the breach in reasonable detail.

**4.3. Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 4.2, THE SERVICES AND ANY DELIVERABLES ARE 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 SERVICES OR THE DELIVERABLES WILL MEET CLIENT'S REQUIREMENTS.

### **5. CONFIDENTIALITY.**

**5.1. Definition.** "**Confidential Information**" means the terms and conditions of this Agreement 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.

**5.2. 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 this Agreement, 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 this Agreement 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.

**5.3. 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 this Agreement in connection with a legal proceeding, or (iii) required by law or by this Agreement 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. INJUNCTIVE RELIEF.** Each party acknowledges that a breach or threatened breach of Section 3 or 5 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 Section 3 or Section 5 by the other party or any of its employees or agents.

## **7. TERM AND TERMINATION.**

**7.1. Term.** The term of this Agreement shall commence on the Effective Date as set forth in the Statement of Work and shall continue as long as the Statement of Work is in effect in accordance with its terms (“**Term**”).

**7.2. Termination.** A party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 5 days after being provided with written notice thereof. Either party may also terminate this Agreement for any reason or no reason upon 15 days’ notice to the other party.

**7.3. Effect of Termination.** Upon the expiration or termination of this Agreement, (a) each party shall return the other’s Confidential Information in its possession or control, and (b) all amounts owed to Strata under this Agreement which accrued before such termination or expiration will be immediately due and payable. Sections 2 (Fees and Payment), 3 (Proprietary Rights), 4.3 (Disclaimer), 5 (Confidentiality), 6 (Injunctive Relief), 7.3 (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 this Agreement for any reason.

**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 THIS AGREEMENT, 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 THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO STRATA UNDER THE APPLICABLE STATEMENT OF WORK. THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 DO NOT APPLY TO LIABILITY ARISING FROM CLIENT’S PAYMENT OBLIGATIONS OR BREACH OF SECTION 3 OR 5.

## **9. INDEMNIFICATION.**

**9.1.** Strata agrees to indemnify, defend and hold Client, 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 grossly negligent acts, or arising from a material breach of the terms of this Agreement. This indemnity shall survive termination of this Agreement or completion of the Services.

**9.2.** Client 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 Client's intentional or negligent acts, or arising from a material breach of the terms of this Agreement. This indemnity shall survive termination of this Agreement or completion of the Services.

## **10. GENERAL.**

**10.1. Subcontractors.** Strata may subcontract or otherwise delegate any of its obligations under the Statement of Work without Client's express prior written consent. Before allowing any subcontractor to begin performing Services, Strata will enter into a binding written agreement with such subcontractor that protects Client's rights and interests to at least the same degree as this Agreement. Strata will be responsible for the direction and coordination of the Services of each subcontractor for its subcontractor's compliance with this Agreement. Client will have no obligation to pay any subcontractor directly.

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

**10.3. Governing Law; Venue.** This Agreement 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 this Agreement shall be resolved exclusively by the State and Federal courts for Denver, Colorado.

**10.4. Relationship of Parties.** The relationship of the parties established under this Agreement is 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 in this Agreement, neither party has the right or authority to assume or create any obligation on behalf of the other party.

**10.5. Notices.** All notices, consents, and approvals under this Agreement 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 Client 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 USA.

**10.6. Assignment.** Neither party shall assign or transfer (including by sale, merger operation of law, or otherwise) this Agreement or any of the rights hereunder without the prior written consent of the other party, except that a party may assign this Agreement 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 this Agreement relates. Any attempted transfer of this Agreement or any rights hereunder in violation of this Section is void and without effect.

**10.7. Successors and Assigns.** Except as otherwise expressly provided in this Agreement, this Agreement inures to the benefit of and binds the parties and such parties' permitted successors, assignees, and other legal representatives.

**10.8. Severability.** If a provision of this Agreement is unenforceable, invalid, or illegal, then the intent of the parties is that (a) the validity, legality, and enforceability of the remaining provisions of this Agreement 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.

**10.9. Travel Reimbursement Policy.** Strata will follow Client's travel policy and any travel will require written pre approval from the Client.

**10.10. Entire Agreement.** This Agreement (including all exhibits) 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 this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.

**Exhibit A  
Statement of Work  
(Time & Materials)**

This Statement of Work is dated [insert date], and entered into by and between Strata Identity, Inc. (“**Strata**”), a Delaware corporation, and the Client identified below. This Statement of Work is for the provision of the Services by Strata and is subject to the Master Services Agreement between Strata and Client dated \_\_\_\_\_ (the “**Agreement**”). In the event of any conflict between this Statement of Work and the Agreement, this Statement of Work shall control, but only with respect to the subject matter detailed herein. Capitalized terms used but not defined in this Statement of Work shall have the meanings ascribed to them in the Agreement.

**Client Information and Purchase Order**

<b>Client Name</b>	[insert client name] a [type of company and state of organization] (“ <b>Client</b> ”)
<b>Client Address</b>	[insert client address]

- Purchase Order # \_\_\_\_\_ or
- Client does not require a Purchase Order (please check if applicable)

**Contacts Information for this Statement of Work**

Strata Identity, Inc. Consulting Contract Manager	
<b>Name</b>	
<b>Address</b>	XXX
<b>Phone</b>	XXX.XXX.XXX
<b>Fax</b>	XXX.XXX.XXX
<b>Email</b>	

Strata Identity, Inc. Consulting Project Manager	
<b>Name</b>	Thom Locke
<b>Address</b>	XXX
<b>Phone</b>	508.446.0591
<b>Fax</b>	XXX.XXX.XXXX
<b>Email</b>	thom@strata.io

Client Project Manager	
<b>Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email</b>	

Client Billing/Accounts Payable Contact	
<b>Name</b>	

<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email</b>	

**Fees**

The Client shall pay to Strata a subscription block fee [200 Hours @ Hourly Rate TBD] for the Services and Deliverables set forth in this Statement of Work. The labor hours will be utilized from the 200 hour block with the remaining hours available for use on a follow-on migration. The parties shall enter into a Change Order before any additional Services are performed under this Statement of Work that would exceed the fees set forth below.

Fee estimates do not include materials, expenses, or taxes. Fees are based on Subscription unit blocks as follows:

Blended Resource Block	Rate/Block
Subscription Block Type 200 Hrs.	\$XX,XXX
Subscription Block Type 400 Hrs.	\$XX,XXX
Subscription Block Type 800 Hrs.	\$XX,XXX
Subscription Block Type 1200 Hrs.	\$XX,XXX

Client has selected the following:

Blended Resource	Rate/Block	Subscription Units	Block Estimate
Subscription Block Type 400 hours	XX,XXX	XX	\$XXX,XXX

Total labor estimate for this initiative is [XXXX,XXX].

Expenses are estimated at \$XX,XXX and will be charged as actuals when incurred

**Term**

The term of this Statement of Work shall be [term].

**Services and Deliverables**

Strata will work with the Client to execute the following Services and Deliverables.

**Migration Assessment Details:**

Strata will perform a Migration Assessment that is focused on reviewing the Client’s current environment and future requirements. The Migration Assessment is primarily conducted using an ‘Examination’ and ‘Interviewing’ processes.

Based on the findings, a detailed Migration Assessment report will be delivered with the following high-level content (“**Deliverables**”):

- Current state
- Recommendations
- Future state
- Roadmap to future state with transition Migration Assessment

Following is a high-level sequence of events which will occur for completing the Migration Assessment:

- Prior to commencing on the Migration Assessment, prerequisites for meetings and resources will be shared
- Solution Architects will conduct the Migration Assessment
- The Strata team will create the Migration Assessment Strategy working with the Client

- The Strategy results will be presented in two formats
  - a. A detailed report
  - b. A summary presentation which will be delivered to client stakeholders and project team

<Tailored per client>

1. **Review and analyze existing deployment** - Strata will review and analyze current environment and gather high level requirements to build new environment:
  - a. Review existing implementation of [XXXXXX].
  - b. Review integration with XXXXX.
  - c. Gather high level requirements for deployment in highly available configuration.
  - d. Gather high level requirements for integration with XXXXX.
  - e. Devise a plan to migrate existing XXXXX Directory/Database based integration to new environment.
2. **Migration Plan:** Using the plan devised during requirements gathering, perform migration of existing directory/database from XXXXX to XXXXX integration to XXXXX:
  - a. Migrate configuration to new XXXXX platform with XXXXX.
  - b. Migrate role mapping to XXXXX groups.
  - c. Test configuration to authenticate XXXXX users with XXXXX accounts.
3. **Documentation and Review with Client Technical Team**
  - a. Document high level requirements and validate with technical team.
  - b. Document XXXXX migration plan.
  - c. Document Database integrations for each listed database.
  - d. Review documentation and configurations with client team.

**The parties have executed this Statement of Work as of the date first set forth above.**

[Client]: [enter full legal entity name]

**Strata Identity, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_