

## STRATA PARTNER PORTAL TERMS AND CONDITIONS

The Strata Partner Portal (“**Portal**”) is made available to allow prospective individuals and entities to: (a) apply to become a Strata partner; and (b) to access Strata resources contained in the Portal. These Partner Portal Terms and Conditions (“**Terms**”) constitute a contract between Strata Identity, Inc. (“**Strata**”) and the entity or organization wishing to be a Strata partner (“**Partner**”).

By accessing or using the Portal, Partner agrees to be bound by these Terms and Strata’s privacy policy located at <https://www.strata.io/privacy-policy>, wherein the definition of “Services” in such privacy policy include use of and access to the Portal. If an individual is entering into these Terms on behalf of a Partner that is a company, entity, or other organization, said individual represents it has authority to bind Partner and is agreeing to these Terms on behalf of Partner.

STRATA PROVIDES THE PORTAL SOLELY ON THE CONDITION THAT YOU, ON BEHALF OF PARTNER, ACCEPT THEM. BY CLICKING “I AGREE” OR OTHERWISE UTILIZING THE PORTAL, YOU ACCEPT THESE TERMS AND AGREE THAT PARTNER SHALL BE BOUND BY THEM. IF PARTNER HAS NOT AGREED OR DOES NOT AGREE TO THESE TERMS, YOU MAY NOT USE OR ACCESS THE PORTAL.

**1. Registration.** In order to register an opportunity, the opportunity must be a new Partner-originated opportunity for Strata that was obtained through the direct assistance of the Partner. The opportunity registration is contingent upon written acceptance by Strata and the completion of a mutually acceptable agreement governing transactions between the parties. If no such agreement exists as of the date that Strata accepts Partner’s opportunity, then the parties agree that the referral addendum set forth in the attached Exhibit A shall govern. Opportunity registrations accepted by Strata will be valid for 30 days unless otherwise agreed upon by the parties. Strata makes no promises, guarantees, representations or warranties that an opportunity registered by Partner will result in any payment or other benefit to Partner.

**2. Portal Content.** All information, data, content, or materials that may be found and accessed in the Portal, including but not limited to, customer information, opportunity information, account information, and user information (collectively the “**Content**”) are protected by privacy, confidentiality, trademark, service mark, trade dress, copyright or other intellectual property rights or licenses held by Strata or third parties who have licensed such Content to Strata. Subject to full compliance with these Terms, Strata grants Partner a non-commercial, non-exclusive, non-transferable limited right to access and use the Portal for Partner’s internal business purposes. Partner acknowledges that all Content is provided “AS IS.” Strata does not provide formal support via the Portal and makes no representations or warranties, express or implied, that the Content on the Portal is accurate, timely or complete. Use of any Content is at Partner’s own risk and Strata makes no promises, guarantees, representations or warranties regarding the Portal’s availability. Strata reserves the right to monitor, delete, move, or edit any Content on the Portal, but is not obligated to do so. Partner may display and print for its own use, and for the use of its customers, information received via the Portal that pertains to Partner or Partner’s customers and its business with Strata.

**3. Partner Uploads.** Partner may upload its own Content to the Portal; however, Partner acknowledges and agrees that it is solely responsible for any activity associated with Partner’s account and any Content that Partner submits, transmits, includes, links to or otherwise uploads to the Portal (an “**Upload**”). By Uploading any Content to the Portal, Partner hereby grants Strata an irrevocable, perpetual, non-exclusive, worldwide, fully-paid and royalty-free right and license to use, copy, modify, reproduce, translate and publish any such Content for Strata’s business purposes, including, but not limited to, providing the Portal. All Uploads submitted via the Portal may be hosted by a third party service provider (e.g. Salesforce.com), not Strata, and Strata shall have no liability whatsoever for the security or storage of such Uploads. Partner understands that the Portal is neither intended nor designed for the collection, storage or protection of personally identifiable information (“PII”). Except for Partner’s contact information inputted to apply for potential partnership with Strata, which Strata shall handle pursuant to its current privacy policy, Partner agrees not to Upload any other PII via the Portal.

**4. Limitations.** Partner shall not, directly or indirectly: (a) alter or remove or permit a third party to alter or remove any Portal Content not Uploaded by Partner; (b) use, remove or alter any Strata trademarks, service marks, logos, copyrights or other proprietary notices without Strata’s express written permission; (c) distribute copies of Portal Content not Uploaded by Partner not explicitly permitted by these Terms; (d) Upload any infringing, offensive, fraudulent, harmful or illegal Content, including, but not limited to, viruses, disabling devices, trojan horses, or any code, files or programs that may modify, damage, interrupt, or compromise the functionality or security of Strata’s systems or the Portal itself; or (e) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Strata software, service, product or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Portal or any information, data or materials related thereto.

**5. Third Party Services.** There may be links on the Portal, or from communications Partner receives within the Portal, to third party services, websites or applications. Strata does not control, maintain or necessarily endorse any such third party services, websites or applications. Partner expressly acknowledges and agrees that Strata is not responsible or liable for any such third party services.

**6. NO WARRANTY.** THE PORTAL, STRATA CONTENT, STRATA PRODUCTS (DEFINED IN THE REFERRAL ADDENDUM), AND ANYTHING PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTIES OF ANY KIND. STRATA HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, STRATA AND ITS SUPPLIERS DO NOT WARRANT THAT THE PORTAL, STRATA CONTENT OR STRATA PRODUCTS WILL OPERATE WITHOUT ERRORS OR ARE FREE FROM VIRUSES, BUGS, WORMS OR ANY OTHER HARMFUL COMPONENTS, AND STRATA SHALL HAVE NO LIABILITY DUE TO ANY DAMAGES CAUSED BY THE SAME.

**7. Confidentiality.** The term “Confidential Information” means any information disclosed on the Portal, or otherwise from Strata, to Partner in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Partner and Strata both understand that Strata has or may disclose Confidential Information in connection with these Terms, but that Partner shall receive no rights in, or licenses to, such Confidential Information. Partner agrees to: (a) keep all Confidential Information, data or materials strictly confidential and not use or disclose any Confidential Information, data or materials to any third party, other than as explicitly permitted by these Terms; (b) ensure that any third party to whom Partner discloses Confidential Information in accordance with these Terms keeps such information strictly confidential and does not disclose or use any Confidential Information except as permitted herein; and (c) not permit or allow any third party to use or access the Portal. All Confidential Information contained in the Portal shall be used for the sole purpose of conducting business with Strata. The foregoing shall not apply to any Confidential Information to the extent that it: (i) comes within the public domain, other than through breach of these Terms; (ii) is required or requested to be divulged by any court, tribunal or governmental agency with competent jurisdiction (provided that Partner gives notice to Strata sufficient to allow Strata to contest any such disclosure and, in any event, only discloses that Confidential Information required to comply with such government order); (iii) Partner can document it knew prior to the date of agreeing to these Terms; or (iv) becomes known to Partner through methods outside any duty of confidence. At any time upon Strata’s request, and promptly upon any termination of these Terms, Partner will return to Strata, or provide written certification of the destruction of, all Confidential Information, including all Confidential Information contained in internal documents, without retaining any copy, extract or summary of any part thereof.

**8. Ownership; Trademarks.** This Agreement does not grant Partner any right, title, interest, or license in or to any of Strata’s names, word marks, logos, logotypes, trade dress, designs, or other trademarks. As between Strata and Partner, title to, and ownership of the copyright, patent, trademark, trade secret, and any other intellectual property or proprietary rights relating to the Portal or Strata Products (defined in the Referral Addendum below) will remain at all times with Strata. There are no implied licenses under this Agreement, and all rights in and to the Portal and the Strata Products are reserved by Strata.

**9. Termination.** The license to access and use the Portal granted in by these Terms may be terminated at any time by Strata, with or without prior notice to Partner.

**10. LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN NO EVENT WILL STRATA OR ITS SUPPLIERS BE LIABLE TO PARTNER (OR ANY PERSON CLAIMING UNDER OR THROUGH PARTNER) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE OPERATION, USE OF OR ACCESS TO THE PORTAL, OR ANY CONTENT THEREON, THE DELAY OR INABILITY TO USE THE PORTAL OR ANYTHING PROVIDED IN CONNECTION WITH THESE TERMS OR OTHERWISE ARISING FROM THESE TERMS, INCLUDING WITHOUT LIMITATION (A) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (B) LOST BUSINESS OR (C) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF STRATA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF STRATA AND ITS SUPPLIERS TO PARTNER FOR ANY CLAIM(S), WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED, IN THE AGGREGATE, TO THE GREATER OF AMOUNTS STRATA HAS PAID TO PARTNER IN THE THREE (3) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR ONE HUNDRED DOLLARS (USD\$100.00). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**11. Indemnification.** To the extent permitted by law, Partner agrees to defend, indemnify and hold Strata harmless, at Strata’s direction and request, from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney’s fees and costs, arising out of or in any way connected with any of the following: (a) Partner’s access to or use of the Portal, including any Content Uploaded by Partner via the Portal; (b) Partner’s breach or alleged breach of

these Terms; (c) Partner's violation of any third party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights; (d) Partner's violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (e) any misrepresentations made by Partner. Partner will cooperate as requested by Strata in the defense of any claim. Strata reserves the right to participate in the defense of any matter subject to indemnification by Partner, and Partner will not under any circumstances settle any claim without the prior written consent of Strata. This indemnity shall survive termination of these Terms.

## **12. General.**

**12.1 Force Majeure.** Neither party shall be liable under these Terms by reason of any failure or delay in the performance of its obligations under these Terms as a result of any cause which is beyond the reasonable control of such party.

**12.2 Governing Law; Venue.** These 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 Terms shall be resolved exclusively by the State and Federal courts for Denver, Colorado.

**12.3 Relationship of Parties.** The relationship of the parties established under these Terms are that of independent contractors and neither party is an 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.

**12.4 Notices.** All notices, consents, and approvals under these 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 Partner 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.

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

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

**12.7 Severability.** If a provision of these 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 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.

**12.8 Entire Agreement.** These Terms represent 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 Terms, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.

**Updated: May 10, 2023**

## **Exhibit A Referral Addendum**

This Referral Addendum (“Addendum”) is a supplement to the Strata Partner Portal Terms and Conditions (“Agreement”) and governs the referral by Partner of business customers (“Customers”) to Strata in connection with Strata Mavericks software (with accompanying support and maintenance) and Strata professional services (“Strata Products”). Capitalized terms not defined in this Addendum shall have their meaning set forth in the Agreement. If a conflict arises between a term in this Addendum and a term in the Agreement, the term in this Addendum shall govern and prevail but only in respect to the subject matter of this Addendum.

**1. Appointment.** Strata appoints Partner, and Partner accepts such appointment, as a non-exclusive lead referral partner to assist Strata in the promotion and sales of the Strata Products. Partner will participate in Strata’s referral program in which Partner will recommend Strata Products to potential Customers and provide Strata with sales leads (“Leads”) in exchange for which Strata will pay commissions described below. Partner’s sole authority will be to promote the Strata Products to potential Customers. Because Strata and Partner are independent contractors, nothing contained in these terms will be construed to (a) give either party the power to direct or control the day-to-day activities of the other, (b) create an employer-employee relationship between the parties, or (c) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

### **2. Referrals; Customer Contact.**

**2.1 Referrals.** Partner agrees to provide Strata with Leads and refer potential Customers to Strata that Partner believes have a need for Strata Products. For each Lead provided, Partner will (a) discuss each completed Lead Referral Form (defined in Section 3.2) with Strata and (b) arrange an initial introduction, meeting or conference call between Strata and one or more qualified individuals for the potential Customer. Strata will make available to Partner information and marketing materials regarding Strata Products.

**2.2 Customer Contact.** Once a Lead Referral Form is accepted in each instance by Strata and the initial introduction or meeting occurs, Strata will be solely responsible for all other aspects of the Customer relationship with regard to Strata Products, including, without limitation, completion of the sales process, further qualification of the potential Customer, proposal development, delivery, negotiation, agreements, closing, invoicing and implementation of Strata Products. Strata may request that Partner assist Strata in the sales process and/or implementation process as Strata deems appropriate. Except as expressly agreed to by the parties, all services related to Strata Products will be provided to Customers by Strata.

**2.3 Partner Obligations.** Partner will conduct all of its business in its own name and in a businesslike and professional manner. Partner will not make any representations or guarantees concerning Strata Products. Partner will not take any action that may disparage Strata or its Products.

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

**3.1 Referral Fees.** For each Qualified Referral (as defined below), Strata will pay Partner a referral fee (“Referral Fee”) defined below for Strata Products actually received by Strata from the Qualified Referral from the provision of Strata Products to such Qualified Referral during the twelve(12) month period (or other time period agreed upon by the parties in writing) beginning on the date Strata receives the opportunity registration form (“Referral Fee Period”). The percentage paid is detailed below.

3.1.1 Referral Fees Percentages. 10% Year 1 Referral Fee / 5% Year 2 Referral Fee / 5% Year 3 Referral Fee (Year 2 Fee and Year 3 Fee is paid only if Customer contracts to pay for Year 2 and Year 3 at time of initial contract signing.). Any Qualified Referral where Partner provides name and contact information for that Qualified Referral as well as arranging and participating in an introductory conference call and/or meeting with qualified individuals for the potential Customer, and then selling ‘side by side’ with Strata throughout the entire sales process all the way through closing.

3.1.2 Referral Fees Categories. Referral fees will be paid on the total contracted and payment received amount of Strata’s Product(s) as outlined in the Customer Agreement(s) (defined below).

**3.2 Qualified Referrals.** “Qualified Referral” means each new Customer (a) that is referred to Strata by Partner using Strata’s opportunity referral form, which Strata will make available to Partner, as may be modified from time to time by Strata (“Lead Referral Form”); (b) that is not already a Customer of Strata when Strata receives the Lead Referral Form; (c) that is not already a potential Customer with whom Strata is already working on an open Lead when Strata receives the Lead Referral Form; and (d) with whom Strata enters into a written agreement (excluding free trial or proof of concept agreements) for the provision of Strata Products (“Customer Agreement”). Strata will use reasonable commercial efforts to notify Partner of acceptance or rejection of a Lead within five (5) days after receipt of such Lead from Partner.

**3.3 Exclusions.** Strata will not be obligated to pay Partner any referral fees for fees received by Strata from a Qualified Referral after expiration of the Referral Fee Period. No Referral Fee will include a percentage of any amounts paid by such Qualified Referral for any sales of third-party software or services. In the event that two or more authorized Lead referral partners of Strata, for any reason whatsoever, claim the right to the Referral Fee for the same Qualified Referral, Strata reserves the right to award the Referral Fee, as applicable, to one of the Lead referral partners or to divide the Referral Fee among the Lead referral partners in such proportions as Strata shall determine to be equitable, and its decision to do so and the manner in which it does so shall be final and binding on all parties involved. Strata shall have sole discretion and authority to change the terms of this Section 4 upon thirty (30) days advance written notice to Partner.

**3.4 Payment.** Subject to the terms in this Addendum, Strata will pay Referral Fees accrued within thirty (30) days after the calendar quarter in which Strata actually received the applicable payment of fees from each Qualified Referral as set forth in the applicable Customer Agreement. The payment of Referral Fees will be made in U.S. Dollars. Partner shall be solely responsible for payment of any and all national, state, and local taxes and charges arising from or imposed on the payments made to Partner by Strata. If a Qualified Referral requests and obtains a refund of any fees within six (6) months after execution of a Customer Agreement, the amount of the applicable Referral Fee paid to Partner will be set-off against any subsequent Referral Fees earned by Partner.

**4. Training, Certification.** Partner may obtain Strata's standard training services for Strata Products. Partner will make available its applicable sales and marketing personnel for training, as well as for ongoing sales and marketing efforts. Partner will bear the complete cost of all travel, lodging and boarding of its own personnel. Strata may require that Partner maintain certain minimum certification requirements outlined by Strata.

**5. Termination.** Either party may terminate this Addendum for any reason by providing the other party with at least thirty (30) days prior written notice. For clarity, if a party terminates this Addendum, the terms of the Agreement shall remain in effect. Further, if a party terminates this Addendum, Sections 3.4 and 5 of this Addendum shall survive termination.