

## COMPONENT CONTROL SAAS SUBSCRIPTION AGREEMENT

THIS SAAS SUBSCRIPTION AGREEMENT (“**AGREEMENT**”) IS BY AND BETWEEN YOU (“**CUSTOMER**” OR “**YOU**”), AND COMPONENT CONTROL.COM, INC. (“**COMPONENT CONTROL**” OR “**WE**” OR “**US**”) GOVERNING YOUR ACCESS TO AND USE OF THE WEBSITE, SAAS PLATFORM, AND RELATED PRODUCTS AND SERVICES PROVIDED BY US (COLLECTIVELY, THE “**SERVICES**”). BY SIGNING AN ORDER FORM (WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE), OR BY ACCESSING OR OTHERWISE USING THE SERVICES, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ACCESSING OR USING THE SERVICES ON BEHALF OF YOUR COMPANY OR ORGANIZATION, YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY OR ORGANIZATION AND BIND THEM TO THIS AGREEMENT, IN WHICH CASE ALL REFERENCES TO “**YOU**” OR “**CUSTOMER**” REFER TO SUCH COMPANY OR ORGANIZATION.

### ARTICLE 1. THE SERVICES

Subject to your full and continued compliance with the terms and conditions of this Agreement, including payment to Component Control of all subscription fees due and payable to Component Control (“**Subscription Fee**”) as set forth in the applicable order form in connection with this Agreement (the “**Order Form**”), Component Control grants to you a non-exclusive, non-transferable, non-sublicensable right to access and use the Services, solely for your own internal use (unless otherwise expressly agreed in writing by Component Control) and for the number of users set forth on the Order Form. Customer acknowledges and agrees that Component Control may subcontract performance of the Services without consent from or notice to Customer, provided that Component Control remains responsible for the performance of such Services by any subcontractor.

### ARTICLE 2. CUSTOMER'S OBLIGATIONS

2.1 **Restrictions.** Customer shall prevent unauthorized access to, or use of, the Services, and promptly notify Component Control in a timely manner of any such unauthorized access or use of which Customer becomes aware. Customer shall not directly or indirectly, and shall not knowingly permit any user or third party to: (a) use any software, script, code, device, crawler, robot, or other means not provided by us to access the Services; (b) circumvent, disable, or otherwise interfere with security-related features on the Services; (c) copy, modify, adapt, translate, reverse engineer, decipher, decompile, or create derivative works of the Services; (d) access or use the Services in any manner that may damage, disable, unduly burden, or impair any part of the Services, or any servers or networks connected to the Services; (e) post information or interact with the Services in a manner which is fraudulent, libelous, abusive, obscene, profane, harassing, or illegal; (f) use the Services for any illegal purpose or in violation of any law, statute, rule, permit, ordinance or regulation; (g) gain or attempt to gain unauthorized access to the Services; (h) interfere or attempt to interfere with the Services provided to any user or network, including, without limitation, via means of submitting a virus to the Services, spamming, crashing, or otherwise; (i) engage in commercial use or distribution of the Services; or (j) use the Service in any way that infringes or misappropriates any third party's rights, including intellectual property rights, copyright, patent, trademark, trade secret, or other proprietary rights, or rights of publicity or privacy. If Component Control has reasonable grounds to believe that Customer is in violation of this Article, Component Control may suspend or terminate Customer's and/or Customer's users' access to the Services immediately.

2.2 **Export Restrictions.** Customer agrees that neither the Services nor any technical data contained therein will be exported or imported, directly, or indirectly, in violation of U.S export control or import laws, or will be used for any purpose prohibited by these laws. Customer further represents and certifies that (a) it complies and have complied with all applicable export control, trade and sanctions regulations and (b) it will not provide Component Control (whether directly or by uploading or storing in the Services) any software, software documentation, technical data or related technologies that is “technical data” as defined under the International Traffic in Arms Regulation (ITAR) or is “technology” subject to control under the Export Administration Regulations (EAR) for any policy aside from antiterrorism (AT).

2.3 **Required Disclosure.** In the event that the Customer is required by law, rule, regulation or judicial process to disclose any of the Services, the Customer shall provide Component Control with prior notice to the extent permitted by law of any such requirement so that Component Control may seek a protective order or other appropriate remedy (at Component Control's expense). If, in the absence of a protective order or other remedy, the Customer is required to disclose any of the Services, the Customer may, without liability hereunder, disclose such Services, provided that the Customer exercise commercially reasonable efforts to preserve the confidentiality of the Services, including, without limitation, by reasonably cooperating with Component Control to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Services.

### ARTICLE 3. PAYMENT TERMS

Customer will pay the Subscription Fee specified in the applicable Order Form. The Subscription Fee is quoted in United States Dollars and is non-refundable. Component Control will invoice Customer for the Subscription Fee for such period set forth in the applicable Order Form and, unless otherwise set forth in the applicable Order Form, such Subscription Fee will be due and payable thirty (30) days after the invoice date. If Customer's account is fifteen (15) days or more overdue, in addition to any of its other rights or remedies, Component Control reserves the right to suspend Customer's access to the Services, without prior notice or liability to Customer, until such amounts are paid in full. Any payment not received from Customer by the due date will accrue late charges at the rate of one and one half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. The Subscription Fee is exclusive of all local, state, federal and foreign taxes, levies or duties of any nature (“**Taxes**”), and Customer is solely responsible for payment of all Taxes in connection with the provision of the Services, excluding only United States taxes based on Component Control's income. If Component Control is requested to pay Taxes for which Customer is responsible pursuant to this Article 3, the amount of such Taxes will be invoiced to and paid by Customer. Customer will indemnify, defend and hold Component Control and its affiliates, officers, directors, consultants,

employees, successors and assigns, harmless from all losses, damages, claims and liabilities arising from Customer's failure to report or pay any Taxes required to be paid by Customer pursuant to this Article 3.

#### ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS; DATA

4.1 Services. Customer acknowledges and agrees that Component Control shall own and retain all right, title, and interest to the Services, to enhancements, improvements, and derivatives thereof, and to all copyright, trademark, trade secret and all other intellectual and proprietary rights related thereto ("**Intellectual Property Rights**"). Notwithstanding anything to the contrary herein, all rights not specifically granted in Article 1 shall be reserved and remain always with Component Control.

4.2 Customer Data. Customer is solely responsible for the accuracy, integrity and quality of the Customer Data. Customer acknowledges that in the provision of the Services, Component Control will obtain and process certain data and information, including, but not limited to, names and contact details of Customer's personnel, representatives and/or others and data about their interactions with Customer's Services (collectively, the "**Customer Data**"). Customer hereby grants to Component Control: (a) a non-exclusive, worldwide, fully paid, royalty-free, right and license to download, receive, collect, access, modify, copy, store, retain, disclose, and otherwise use the Customer Data in order to provide and support the Services in accordance with this Agreement, and to internally develop and improve its products and services; and (b) a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free right and license to collect, retain, store, use, modify, distribute, and disclose the Customer Data in aggregated and anonymized form, and any inferred insight relating to the Customer Data, for any purpose whatsoever, provided that any such disclosure does not identify Customer.

4.3 Additional Services. During the Term, Component Control may offer a subscription or otherwise make available to Customer applications or features or services, such as business intelligence or analytics tools, which may be powered or hosted by third party technology (each an "**Additional Services**"). If Customer elects to purchase or is otherwise provided access to an Additional Services by Component Control, Customer agrees that any data submitted by it through the Services and used by the Additional Services may be processed and stored by third party technology providers. Notwithstanding anything to the contrary herein, Component Control does not control, and expressly disclaims any responsibility for, any Additional Services and Customer's use of such Additional Services shall be governed by the applicable contract between Customer and the provider of such Additional Services.

#### ARTICLE 5. INDEMNIFICATION; WARRANTY; LIMITATION OF LIABILITY

5.1 Indemnification. Customer shall indemnify, defend and hold harmless Component Control, its members, managers, officers, directors, shareholders, employees, parent and affiliate entities, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arise out of or relate to any third party claims arising from, related to, or in connection with: (a) the Customer Data as used by Component Control in accordance with this Agreement; (b) Customer's gross negligence or willful misconduct; and (c) any use of the Services by or on behalf of Customer.

5.2 Warranty Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND COMPONENT CONTROL EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY.

5.3 Limitation of Liability. IN NO EVENT SHALL COMPONENT CONTROL BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OR DIMINUTION IN VALUE, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT. Furthermore, notwithstanding anything to the contrary herein, Component Control's liability for damages arising out of this Agreement shall not exceed the amount of the Subscription Fee actually paid to Component Control by Customer in the twelve (12) months immediately preceding the occurrence of the event giving rise to the claim.

#### ARTICLE 6. TERM; TERMINATION

6.1 Term. Unless otherwise stated in the Order Form, this Agreement shall commence on the effective date set forth in the Order Form and shall continue for a period of thirty-six (36) months (the "**Initial Term**"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods thereafter, unless Component Control or Customer provides written notice of non-renewal at least ninety (90) days prior to expiration of the then-current term ("**Renewal Term**" and together with the Initial Term, the "**Term**"). After the first twelve (12) month period of the Initial Term, the Subscription Fee shall be subject to annual increases not to exceed five percent (5%), or the U.S. Consumer Price Index for prior calendar year, whichever is greater.

6.2 Termination by Component Control. Component Control shall have the right to terminate this Agreement, in whole or in part, with immediate effect upon written notice to Customer upon the occurrence of any of the following: (a) breach by Customer of any of the terms of this Agreement, which, if curable, is not cured by Customer within ten (10) days after receipt of written notice of such breach; (b) Customer is declared insolvent or is the subject of any proceedings relating to its liquidation or insolvency; (c) Customer makes or seeks to make a general assignment of Customer's business for the benefit of creditors, a petition in bankruptcy is filed by or against Customer, a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of Customer's property, or Customer is adjudicated bankrupt; or (d) the cessation, winding up or liquidation of business by Customer or any successor or assignee to whom this Agreement has been validly transferred. If this Agreement is terminated by Component Control pursuant to Section 6.2(a) above, Customer agrees to remit a single payment to Component Control within thirty (30) days of such termination equal to the sum of: (i) all outstanding invoices for Services performed under this Agreement; and (ii) a termination fee equal to forty percent (40%) of the remaining Subscription Fee that would have been paid under the remaining term of this Agreement.

6.3 **Termination by Customer.** Customer may terminate this Agreement for any reason and surrender all rights to the Services provided under this Agreement by providing ninety (90) days' prior written notice of its intent to terminate and remitting a single payment equal to the sum of: (a) all outstanding invoices for Services performed under this Agreement; and (b) a termination fee equal to forty percent (40%) of the remaining Subscription Fee that would have been paid under the remaining term of this Agreement.

6.4 **Effect of Termination.** Customer agrees that immediately upon termination or expiration of this Agreement, Customer's rights to access or otherwise use the Services shall immediately cease and all fees or charges due in accordance with this Agreement shall immediately become due and payable. Upon termination of this Agreement, all of Component Control's obligations to Customer shall cease and, upon Customer's written request, Component Control will provide Customer with data exported from the supported Oracle Database Schema most recently used for production activities, in Oracle.dmp format.

6.5 **Cumulative Remedies.** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

6.6 **Survival.** Articles 2, 3, 4.1 and 4.2(b), Article 5, Sections 6.2, 6.3, 6.4, 6.5, and 6.6, and Sections 7.3 through 7.9 shall survive the termination or expiration of this Agreement.

## ARTICLE 7. GENERAL

7.1 **Force Majeure.** Component Control is excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control either of Component Control or its subcontractors or suppliers. These contingencies include, without limitation, epidemic or pandemic (including COVID-19 and any variants thereof), war, sabotage, insurrection, act of terrorism, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failure.

7.2 **Relationship of Parties.** The relationship between Component Control and Customer is only that of an independent contractor and customer. Neither party is the agent or legal representative of the other party, and neither party has the right or authority to bind the other party in any way. This Agreement creates no relationship as partners or a joint venture, and creates no pooling arrangement.

7.3 **Notices.** Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, certified mail, postage prepaid and addressed to Customer at the address it has provided Component Control, or to Component Control at 1731 Kettner Blvd, San Diego, Ca. 92101.

7.4 **Assignment.** Customer has no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without Component Control's prior written consent. In the event of a corporate reorganization, merger and/or acquisition, Customer may assign its rights under this Agreement to its successor in interest, subject to the written approval of Component Control, which may not be unreasonably withheld. Component Control is expressly permitted to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without Customer's consent. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 7.4 shall be null and void.

7.5 **Amendment.** From time to time, Component Control may change, remove or add to this Agreement. In that case, Component Control will post an amended version of this Agreement on the Component Control website and indicate the date of revision. Any new and/or revised Agreement take effect immediately and apply to your access or use of the Services from that date on. Customer's continued access or use of the Services after new and/or revised Agreement are effective indicates that Customer has read, understood and agrees to such Agreement.

7.6 **Waiver.** The failure of either party to enforce any of its rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such failure or waiver is in writing.

7.7 **Severability.** If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law.

7.8 **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be interpreted and enforced according to the laws of the State of New York, without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state or federal courts located in New York, New York, for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction or venue of the courts in New York, New York. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.

7.9 **Entire Agreement.** This Agreement and any Order Forms entered into pursuant to this Agreement constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof. In the event of a conflict between the terms of an Order Form and the terms of this Agreement, the terms of this Agreement shall prevail.